

National guards, who are now to be sent to Warsaw.

All the military companies of the state are supposed to be there at Camp Sheridan.

There are fifteen of the 4000th guards who did not put in their appearance yesterday at the recruitment, and are this season the bestment of company A. In company with about a dozen military people, came to Omaha last night after the guards, who claim that they missed connection with the train. Lieutenant Kearney and associates are registered at the Adelphi hotel, and will return to the recruiting ground at Warsaw today with the recruits.

IN ITS AND JUDGMENTS.

On a bill of merchandise for which there is due \$215.50 Alfred Gary & Co., of South Omaha, instituted a suit yesterday in the county court to recover that amount from Peter Hansen.

D. C. Dunbar & Co. brought action in the county court against H. B. St. John for \$275.50, alleged to be due on a promissory note.

Following are the judgments entered up yesterday in the county court: *Barrett v. Thompson et al.* vs. L. Alabym & Co. for \$774.11; *First National bank of Omaha vs. Albert Billings*, for \$222.40; *John Morris et al vs. Augustus Miller*, for \$244.00; *Allen Bros. vs. B. Barrett*, for \$224.24; *Pejcke Bros. vs. B. Barrett*, for \$224.24; *Macready vs. Barrett*, for \$224.24.

SOLD LIQUOR WITHOUT LICENSE.

Marshall Maher, William Brady and George Duncan, proprietors of the Palace restaurant, were arrested yesterday on the charge of selling liquor without a license. Maher is in the station. He was released on \$250 bail to appear for trial today.

Charles Hughes and Ike Trice, proprietors of the Ike restaurant, were arrested for selling liquor after 12 o'clock. After their trial on that charge they will be arrested for selling liquor without a license.

REORGANIZATION OF A BANK.

The Bank of Omaha yesterday filed articles of organization with the county clerk for the purpose of becoming a corporation.

The capital stock of the reorganized banking house is \$100,000.

For a period of twenty years with the bank have an existence. The business of the corporation will be conducted by a board of five directors, who will be elected by the stockholders of the company. The officers will consist of a president, vice president, and cashier. Frank V. Wagoner, Charles Heister, August Hansen, May B. Powell and C. P. Seidman are the incorporators.

DESERTED BY HER HUSBAND.

Irene Ferguson commenced suit for divorce from her husband, Thomas Z., yesterday in the district court.

The wife claims to have been deserted seven years ago.

They were married in Council Bluffs, August 25, 1874, but after living together six years, the wife alleges, her husband willfully abandoned her and has neglected to support her ever since.

BOBBED A DETECTIVE.

Last evening, while Detective Harrison was standing on Douglas street, a young man acting in a drunken manner engaged in conversation with him for a few moments, and then grabbed the detective's watch and chain and started to run, but was soon overhauled by Harrison. At the station the man gave the name of John Williams.

LICENSED TO WED.

Following are the marriage licenses issued yesterday in the county court by Judge Shickel:

Name and Residence	Age
Alex Green, Omaha	21
May Martin, Omaha	20
George H. Hendrick, Omaha, Neb.	22
Norah E. Hendrick, Wood River, Neb.	22

LOST HER ROLL.

Larry Shered was arrested last night on a complaint of Ella Jackson, an inmate of a house of prostitution at 1113 Des Moines street, who charges Shered with the theft of

PERSONAL.

A. V. Ramsey is back from a trip to Portland.

Dr. Miller has returned from his trip in the east.

Miss B. A. Dwyer of Lincoln is visiting her mother, J. B. Miller.

William H. Mallory, editor of the *Omaha World-Telegram*, will be in the city tomorrow.

James E. English and family returned to the city yesterday morning from a visit to Wisconsin.

Captain John S. Wood of this city has been elected president of the association of Omaha veterans in Nebraska.

W. E. Mead, brother to M. O. Mead, the undertaker, has arrived in Omaha from Illinois and will make this city his home.

William G. Allright, esp., of Fort Mead, Mo., called at Omaha's enterprising real estate broker, is spending a few days in this city.

George Hensard, his wife and three of his children have sailed for home and are expected to reach New York in a few days.

From New York City.
 Predicting their final success.

THE WIFE

with the same remarkable cast that has won for the rights of the la rears the city, New York, 50 Nights at the Waldorf Theatre, after San Francisco.

BOYD'S OPERA HOUSE

FAIR WEEK.
THREE NIGHTS AND SATURDAY MATINEE.
 Commencing Thursday, September 29th.

HOYT'S

"A TIN SOLDIER."

MR. EDWARD CANFIELD and a strong cast under the management of Mr. Frank McKee, Haydn with New Music, New Spectacles, New Business. "You can't afford to miss it" north.

THE NEW GRAND.

Immense Success.
—TONIGHT—
RUES' \$20,000 OPERATIC BURLESQUE
—THE—

CORSAIR!

First prices. Box office now open.

THE EDEN MUSEE

Corner Farnam and Eleventh Streets.

GRAND REOPENING FAIR WEEK.
—SEASON OF 1900—

New Novelties in Every Department. A Splendid Company in the Theatre. More Signs in Curio Hall.

Admission One Dime to all the Shows.

SACKETT & LAWLER, Managers.

BASE BALL.

OMAHA VS. CHICAGO.
 Wednesday and Thursday at 4 p. m.

OMAHA VS. MILWAUKEE.
 Friday and Saturday at 4 p. m. Sunday and Monday, 2:30 p. m.

SEBASTOPOL AMPHITHEATRE.

Only One Opinion.
PAIN'S
Siege of Sebastopol
 (Thacker & Cooper, Managers)

IS AN IMMENSE SUCCESS
—AND THE—
GRANDEST SPECTACLE EVER PRODUCED.
PERFORMANCES EVERY NIGHT
 (Sundays excepted.)

Admission, 50c. Children under 12, 25c. Reserved Seats 1.50 Extra.

Special Sat. Prices For This Week.

Monday Evening	Portrait of W. J. Bryan
Tuesday Evening	The Capital of Nebraska
Wednesday Evening	Portrait of Gen. Taylor
Thursday Evening	Portrait of Senator Charles E. Macomber
Friday Evening	Portrait of Mr. F. B. Her
Saturday Evening	Portrait of Frank Colquhoun

25¢ These six prices are all done in face of the and are subjects of 1900 historical picture.

PEOPLE'S THEATRE.

1320 Douglas Street.

GRAND VAUDEVILLE ENTERTAINMENT
EVERY NIGHT.

THE STAR MERCHANT TAILORS' OPENING.

We are now ready to show our display of the latest styles of Fall Goods. Our stock consists of a full line of Imported and Domestic Woollens. Our prices will suit the times and our workmanship will be first-class. Call on us in the city, Fall and examine our new goods and stock.

THE STAR TAILORS,
 Corner 15th and Davenport-sts.

ACCIDENTAL.

It will not be a serious accident to step in and inspect our stock of Clothing. It may prove a step in the right direction.

We wish to know you, and will be glad to show you our goods for men and boys, whether you buy or not.

Robinson & Gorman

ST. LOUIS, Aug. 10.—A steam engine had been brought in. This one was from the C. and O., a new engineer having objected to take over after leaving Oregon, and who found his water low. He drew his fire and ran for an hour, but it was not long before the boiler gave out at North Arrow, just east of the Nevada switch, and a switcher was sent over to let the train in, but the engine was to be made to run on the main line and it was found in good shape the next morning. He and his crew of five men were proving to be first-class men and firemen, and where they failed to do the engine was not the fault of the crew. Immediately dropped in, according to the schedule upon which they were employed. Mr. Jordan, superintendent of motive power, says there has been a slight improvement in the pressure on the Burlington road since the 10th today.

The Illinois Central Road hauled a sort of snail attempt at a strike yesterday morning. A snail leading from 8 until 11 o'clock. One snail engineer claimed that his engine was not powerful enough to haul as many snails as the yardmaster claimed to haul and as many as he was asked to haul. Tolerance of opinion resulted in a strike, a snail union was formed and the snails decided to quit work on the Illinois Central. The case was noted by the management and the snails agreed to discuss the matter this week, by making a complete test of the power the engine that the original snail runs.

[illegible][illegible]

from Indianapolis to Bradford, a distance of 166 miles, receives \$4.25 for the trip; his wife receives \$2.15.

The "Q" road the round-trip fare from Galestown is 166 miles, for which the engineer receives \$4.25 and the fireman \$2.15.

The money to Colchester the round trip is 166 miles.

The "Q" Road pays its engineer for \$4.25, and its fireman \$2.15.

One of 200 miles on the Union Pacific Road for passenger trains receives \$4.25.

It is noted as a competitor of the Union Pacific.

STUDY DOWN

It is expected to resume next week.

1990

Chicago, Burlington & Quincy, R.R.

E. J. Repley, General Freight Agent.

Fred B. Rogers, Asst Genl Freight Agent.

Geo. H. Ross, Asst Genl Freight Agent.

E. G. Wilson, Asst Genl Freight Agent.

Chicago, February 27th 1888.

Dear Sir,

It will probably be a week or more before this company will be able to receive freight from you and it will, therefore be advisable and for the public interest for you to deliver all freight consigned to us and destined to competitive points to such other road as in your judgment can best and most promptly take it to destination.

We shall also be obliged, for a few days, to decline to receive freight for local stations, but as soon as we are able we will give this the preference and will first serve those places that are wholly dependent on us.

You will be duly advised of our ability to handle our freight.

Yours truly

E. J. Repley

1942.

Chicago, Burlington and Quincy, R. R.

General Freight Office

Chicago, March 3rd 1888.

Notice to Shippers.

The C. & Q. Freight Houses will be open Monday
March 5th for the receipt of Merchandise for Stations
in Illinois only, and it is desired that only shipments for
points not reached by any other road be delivered to us.

We expect to make reasonably prompt delivery,
but the time will not be as good as ordinary

E. P. Ripley
A. L. A.

General Freight Office

Traffic Order No. 1.

1962.

Chicago, Burlington & Quincy Railroad Co.

E. P. Ripley, Asst. Freight Agent

Geo. H. Ross, Asst. Gen'l. Freight Agent

Fredk. Rogers, Asst. Gen'l. Freight Agent

C. E. Wilson, Asst. Gen'l. Freight Agent

Chicago, March 5th 1888.

Notice to Shippers

The C. B. & Q. will, tomorrow (Tuesday, March 6th) receive all freight, carloads and less, destined to stations on the line of the C. B. & Q. Chicago and Iowa, Hannibal and St. Joseph, St. Louis, Keokuk and Northwestern, Chicago, Burlington and Kansas City, Burlington and Northwestern, Hannibal and Shenandoah, Kansas City, St. Joseph, and Council Bluffs, Burlington and Missouri River R.R., Nebraska, and Chicago, Burlington and Northern R.R.

We expect to make reasonably prompt delivery, though our time may not be as good as formerly, and hope very soon to be able to forward and promptly deliver freight for all points on our route and connections.

E. P. Ripley
S. S. A.

1963.

Chicago, Burlington & Quincy R.R.
General Freight Office

Chicago, March 5. 1888.

To Connecting Lines,

This company is prepared to receive freight
for all stations East of the Missouri River in Iowa, Missouri,
Illinois, Wisconsin and Minnesota on the lines of the

Chicago, Burlington & Quincy R.R.

Chicago, Burlington & Northern R.R.

Chicago, Burlington & Kansas City R.R.

St. Louis, Keokuk & North Western R.R.

Hannibal & St. Joseph R.R.

Kansas City, St. Joseph & Council Bluffs R.R.

Uniontown & Shenandoah R.R.

Burlington & Western Ry.

Burlington & North Western Ry.

Chicago & Iowa R.R.

This does not include Live Stock.

E. J. Repley

S. F. H.

1968

Chicago, Burlington & Quincy R R
General Freight Office

Chicago, March 5, 1888.

Notice to Shippers.

Referring to circular No 1962 sent you this morning, saying we would tomorrow receive freight for points on the several lines on the C B & Q system - the insertion of the Burlington & Missouri River R R in Nebraska was an error.

We cannot at present receive any freight for points west of the Missouri River.

E. P. Ripley
S. F. A.

Chicago, Burlington and Quincy R.R.
General Freight Office.

Chicago, March 7, 1888

Notice to Shippers, Agents, and Connecting Lines

The C B & Q is now ready to receive freight for all stations on the Burlington and Missouri River R.R. in Nebraska. This does not include Live Stock or perishable freight, except in the case of Live Stock with a car of Emigrant Household Goods.

Note particularly this does not include freight of any kind destined to points beyond the lines of the Burlington and Missouri R.R. R.R. Neb.

C. P. Ripley
A. & A.

Chicago, Burlington & Quincy R.R.

General Freight Office

Chicago, March 4, 1885.

To Agents, and Connecting Lines.

The C.B. & Q. is now ready to receive stock
when loaded with Emigrant Household Goods, and only
under such condition.

This applies only to Stations on the following
roads, not to points on other roads.

Chicago, Burlington & Quincy R.R.

Chicago & Iowa R.R.

Chicago, Burlington & Northern R.R.

Chicago, Burlington & Kansas City R.R.

St. Louis, Keokuk & North Western R.R.

Cambria & St. Joseph R.R.

Kansas City, St. Joseph & Council Bluffs R.R.

Hannibal & Shenandoah R.R.

Burlington & Western Ry.

Burlington & North Western Ry.

Burlington & Missouri River R.R. in Montana.

C. P. Pinley
S. S.

2042.

Chicago, Burlington & Quincy R.R.

General Freight Office

Chicago, March 12. 1888.

To all Connecting Lines.

We are now prepared to receive
all perishable freight for Local Stations on the
C. B. & Q. proper.

E. P. Riplee.
G. F. A.

EDP

21744

Chicago, Burlington & Quincy R.R.

General Freight Office

Chicago, March 15. 1888

To Shippers, Agents and Connecting Lines.

The C.B. & Q. R.R. is now ready to receive all Live Stock, Perishable and other freight, at any station on its Line, or the line of the roads named below, for any other station, on the C.B. & Q. or lines named herein.

The C.B. & Q. and lines named below are also ready to receive at their stations, all Live Stock, Perishable and other freight destined to points beyond Chicago or other Illinois Junction points, and also will receive at Chicago or other Illinois Junction points Live Stock, Perishable and other freight destined to stations on the respective roads given below.

Chicago & Iowa R.R.
Chicago, Burlington & Northern R.R.
Chicago, Burlington & Kansas City R.R.
St. Louis, Keokuk & North Western R.R.
Hannibal & St. Joseph R.R.
Kansas City, St. Joseph & Council Bluffs R.R.
Huron & Shenandoah R.R.
Burlington & Western Ry.
Burlington & North Western Ry.
Burlington & Missouri River R.R. in Nebraska

E. J. Ripley
S. S. A.

Chicago, Burlington & Quincy R. R.
General Freight Office
Chicago, March 16. 1888.

We are advised by the A. T. & S. F. Ry and
Southern Kansas Ry. that owing to labor troubles they are not in
a position to handle freight.

The above notice is given to prevent the receipt of
freight for points on the above named lines, but it is not intended
to imply that this company is prepared to receive freight for
shipment to points on all other connecting lines. For the
present E. P. R. 2174 will govern.

E. P. Ripley,
G. F. A.

2247

Chicago. Burlington and Quincy R.R.
General Freight Office
Chicago, March 19, 1888

We are advised by the Central Iowa Ry
that owing to labor troubles they are not in a position to
handle freight.

The above notice is given to prevent the
receipt of freight for points on the above named line, but it
is not intended to imply that this company is prepared to
receive freight for shipment to points on all other connect-
ing lines. For the present C.P.R. 2174 will govern

E. P. Ripley
G. F. A.

2283

Chicago, Burlington & Quincy R.R.
General Freight Office
Chicago. March 20th 1888.

Referring to E.P.R. No. 2225 of March 15th 1888, stating that A.T. & S.F. and Southern Kansas Rys could not receive freight owing to labor troubles.

Taking effect at once same is hereby cancelled.

E.P. Ripley
G. F. A.

2298.

Chicago Burlington & Quincy R.R.
General Freight Office

Chicago, March 20, 1888.

Referring to C. P. O. 2247 of March
19th 1888 stating that the Central Iowa Ry was not
in a position to handle freight on account of labor
troubles

Taking effect at once same is hereby
cancelled.

C. P. Ripley
S. F. A

Chicago Burlington & Quincy R.R.

General Freight Office

Chicago, March 24 1888.

To Connecting Lines at Chicago.

On account of strike of Switchmen,
this Company cannot, until further notice, receive
any freight at Chicago.

E. P. Ripley
G. F. A

Chicago. Burlington and Quincy R.R.
General Freight Office

Chicago, March 21 1888

To all Agents and Western Connections,

On account of strike, until
further notice do not accept any freight for
Chicago

E. P. Ripley
S. T. S.

Chicago, Burlington & Quincy Railroad Company.

GENERAL FREIGHT OFFICE.

Chicago, March 21, 1888.

TO ALL CONNECTING AND OTHER LINES.

The Chicago, Burlington & Quincy R. R., and Roads named below, are now ready to receive at all junction points Live Stock, Perishable and other freight, destined to all stations on the Roads named:

CHICAGO & IOWA RAILROAD

CHICAGO, BURLINGTON & NORTHERN RAILROAD.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY.

ST. LOUIS, KEOKUK & NORTH-WESTERN RAILROAD.

HANNIBAL & ST. JOSEPH RAILROAD.

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD.

HUMESTON & SHENANDOAH RAILROAD.

BURLINGTON & WESTERN RAILWAY.

BURLINGTON & NORTH-WESTERN RAILWAY.

BURLINGTON & MISSOURI RIVER RAILROAD IN NEBRASKA.

E. P. RIPLEY,

General Freight Agent.

*P. M.
Thomas Hunter
2/10/88
Hovee*

UNION PACIFIC RAILWAY COMPANY.

OMAHA, March 6, 1888.

To Employes of the Union Pacific Railway Company:

Whatever may have been the liability of this Company at common law in respect to the receipt of freight from connecting lines, its present attitude is fixed and established under the provisions of the Act of Congress, approved February 4th, 1887, and commonly known as the Interstate Commerce Law. Section 3 of that Act is as follows:

"That it shall be unlawful for any common carrier subject to the provisions of this act to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever."

Under this section this Company has no discretion. It is absolutely bound to treat all connecting lines alike, to receive all freight tendered to it by them, and to transport it over its own lines, without discrimination, in the ordinary and usual manner. A refusal on the part of this Company to obey the Act of Congress by excepting freight tendered to it by the Burlington system would subject it: 1st, to a forfeiture of its charter in case the government saw fit to prosecute it for the same; 2d, to a criminal action against the corporation, or any of its officers, participating, aiding, assisting or acquiescing in such action; 3d, to a suit for damages from the Burlington road; and 4th, to a suit for damages by every individual shipper of any class or species of freight shipped over the Burlington to a point either upon or beyond our line. From this situation there is absolutely no escape. "This Company cannot refuse to obey this law, either for purposes of its own commercial advantage, or out of any desire to aid any particular body of men in a contest between them and the Burlington management." The duty of the Company is so clear, the consequences of its failure to obey the law so serious, that it does not seem as if any person or organization could ask it so to do.

"If, therefore, it is demanded of this Company that it shall violate and defy the law of the United States, that its officers shall so act as to become criminals subject to prosecution and punishment, that it shall incur a forfeiture of its charter and submit itself to ruinous litigation, it must unhesitatingly decline so to do. Its position is one of strict neutrality. Should the Burlington Company ask it to discharge all Brotherhood Engineers, and not to permit its engines to be run by them, it would be an unwarrantable interference with

the management of this Company, and would be promptly declined. Upon the same ground, and for reasons which leave the Company no alternative, it is impossible for it to comply with any request which may be made of it on the part of the Brotherhood, that compels it to disobey the law of the land.

If, for the purpose of punishing a road against which it complains, the Brotherhood finds it necessary to paralyze the operations of a system against which it has no grievance, by submitting to it the alternative of either defying the statutes of the United States or being left without any engineers to operate its line, it must submit of course to the inevitable; but in so submitting it suggests to its employes that no organization can retain the sympathy of the American people which demands from an unoffending railway company a violation of existing law, and which proposes as the only alternative the absolute destruction of its prosperity. We submit in the utmost spirit of friendship that such action must necessarily arouse the hostility of the whole general public. While this Company hopes and believes that its locomotive engineers and firemen, who admit that it has treated them with fairness, justice and consideration, will not in a great degree injure it financially because it feels compelled to obey the law, yet in view of the fact that such a possibility has been suggested, we feel it our duty to advise our employes fully of the whole measure of responsibility which they assume under the law if they shall combine in a refusal to do that which the Congress of the United States declares that every employe of a railroad company must do. We therefore call their attention to Section 10 of the Interstate Commerce Act, which reads as follows:

"That any common carrier subject to the provisions of this act, or, whenever such common carrier is a corporation, any director or officer thereof, or any receiver, trustee, lessee, agent, or person acting for, or employed by such corporation, who, alone or with any other corporation, company, person, or party, shall willfully do or cause to be done or shall willfully suffer or permit to be done any act, matter or thing in this act prohibited or declared to be unlawful, or who shall aid or abet therein, or shall willfully omit or fail to do any act, matter or thing so directed or required by this act to be done, not to be so done, or shall aid or abet any such omission or failure, or shall be guilty of any infraction of this act or shall aid or abet therein, shall be deemed guilty of a misdemeanor, and shall upon conviction thereof in any district court of the United States within the jurisdiction of which such offense was committed, be subject to a fine of not to exceed five thousand dollars for each offense."

Under this section there can be no doubt that every officer and employe of a railway corporation from the highest to the lowest who refuses to receive freight from a connecting line, who aids or abets any other person in so refusing, or who suffers or permits any such refusal, commits a crime against the United States and is subject to arrest, conviction and punishment therefor as above set forth.

There can be no escape from the full measure of responsibility and liability under this section of the law of Congress. While this Company might not be disposed, as against any of its employes, to commence a criminal prosecution, yet such prosecution might be begun either by the officers of the United States or by any shipper, consignee, officer or agent, of the line whose freight they refused to receive and handle.

Our duty to our employes is not fully performed unless we call their attention to another Statute of the United States, under which a prosecution could certainly be commenced and successfully carried through: Section 5440 of the Revised Statutes of the United States is as follows:

"If two or more persons conspire either to commit any offence against the United States or to defraud the United States in any manner, or for any purpose, and one or more of such parties do any act to effect the object of the conspiracy, all the parties to such conspiracy shall be liable to a penalty of not less than one thousand dollars and not more than ten thousand dollars, and to imprisonment not more than two years."

Under this section and the decisions of the courts of the United States any two or more persons who agree, combine or confederate together to violate any law of the United States, may be prosecuted, and upon conviction must be punished by both fine and imprisonment. It has been suggested, and we are informed, advised by counsel for the Brotherhood, that an engineer or employe of a railway company could escape the penalty imposed under section 10 of the Inter-State Commerce Act, by unconditionally leaving the service of the Company, and thereby ceasing to be an employe against whom the language of the section is directed. Even if that position is correct the refusal on the part of employes of the Union Pacific Railway Company to receive freight from the Burlington could only be successfully maintained by the whole locomotive force of the road leaving its employ. This is something entirely different from and beyond the ordinary action of a strike; for a body of men in the employ of a corporation to strike means that they temporarily refrain from the performance of duty. To leave its service in the manner suggested is to sever all connection with the corporation and to place themselves in the attitude of mere outsiders having no possible claim of consideration from the corporation or its officers; and being no more entitled to re-employment than any other competent men whose services can be secured. But, supposing that the penalty of section 10 may be escaped by the employes of a corporation severing their connection with it, yet it is perfectly clear that in taking such concerted action for the purpose of preventing a compliance with the law of the United States, which requires a company to receive and accept freight from all connecting lines alike, they are clearly guilty of a conspiracy under section 5440 as above quoted, and subject to prosecution, and punishment in the courts of the United States therefor.

We therefore submit that the locomotive engineers of this Company have no grievance of any kind against it; that our relations with them are of the most friendly possible character; that we feel our interests are in a great measure identical; that we have recognized the hitherto conservative and reputable character of the organization to which they generally belong; and we believe, as we know its members in our employ to be fair minded, law abiding citizens, that they cannot advisedly enter upon any course of action which will compel this Company, either to violate the law of the land, or upon its refusal so to do to bring upon it great losses, if not irretrievable disaster, and which will at the same time subject every man, joining or engaged in the execution of such a scheme, to criminal prosecution and punishment under the laws of the United States.

The position of the Union Pacific in this matter is clearly and unequivocally stated in the following dispatches from the highest official authority of the corporation:

T. L. KIMBALL,
Omaha, Neb.:

BOSTON, MASS., March 5, 1888.

Have received your telegram stating Arthur's orders to our engineers in regard to interchange traffic with the Burlington. The Union Pacific is operated under a United States charter, and the provisions of the Inter-State Commerce Act are clear and specific. We cannot lay ourselves open to the penalties of the

Act and the possibility of a forfeiture of our charter by refusing to interchange business with all connecting lines in the usual way. Point this out to our men, and show them that it would be no more illegal for them to call upon us to burn the C. B. & Q. freight house, or murder its officials, than to make the present demand. Our position is one of neutrality. If the C. B. & Q., because it is engaged in a contest with the Brotherhood, were to call on us, and under penalty of the loss of their traffic, to dismiss every Brotherhood engineer in our service, the proposition would be denounced by the Brotherhood as a high-handed outrage, condemned by public opinion, and at once rejected by us. Yet Arthur demands exactly the converse of this, when he calls on us to violate the law by refusing to interchange traffic with the C. B. & Q., and so to compel us to take sides with the Brotherhood against a connecting line. Our men cannot be so unreasonable as to take this position if the case is fairly put before them. They will recognize that the sauce for the Burlington goose must be the sauce for the Brotherhood gander. Be in this matter very considerate to the men, but absolutely firm.

CHARLES FRANCIS ADAMS,
President.

WASHINGTON, D. C., March 3, 1888.

T. L. KIMBALL,
Omaha, Neb.

The law does not allow us to refuse to handle passenger and freight traffic in our usual manner as a common carrier. You are on the ground and should be governed by the above.

T. J. POTTER,
Vice-President.

When the United States Government assumed, on the 5th of last April, direct and active control of inter-state traffic, a radical change was effected in the relation of carriers and their employes to such traffic, and new duties and liabilities were imposed.

It is solely for the information and protection of our employes in respect to this change of situation that the foregoing is respectfully submitted:

THOS. L. KIMBALL,
Assistant to Vice-President.

A. N. Calks,
President
E. P. John,
General Manager.

Chicago Rock Island & Pacific Railway Co.

Office of General Manager.

~~PRIVATE~~

CHICAGO, MARCH 12, 1888.

MR. H. B. STONE, GEN. MANAGER,

C. & Q. R. R., CITY.

MY DEAR SIR:--

I HAVE YOUR FAVOR OF MARCH 6TH, AND MUST STATE IN REPLY THAT I AM SURPRISED THAT YOUR COMPANY IN THE PRESENT CONDITION OF THINGS SHOULD INSIST, OR EVEN SUGGEST THAT THE ROCK ISLAND, OR ANY OF ITS ADJUNCTS SHOULD RECEIVE FREIGHT FROM, OR DELIVER FREIGHT TO YOUR COMPANY, UNTIL A BETTER CONDITION OF THINGS EXISTS. TO DO SO WOULD JEOPARDIZE OUR ENTIRE INTERESTS, AND THIS AT THIS MOMENT WE ARE NOT WILLING TO DO. OUR POSITION IS NO DIFFERENT FROM THAT OCCUPIED BY OTHER CHICAGO LINES, AND YOU SHOULD HAVE, I THINK, NO FEELING CONCERNING SUCH ACTION ON OUR PART, WHICH IS ONLY ONE OF SELF PROTECTION. YOU MAY BE ASSURED THAT THE ROCK ISLAND IS ALWAYS GLAD TO AID THE C. & Q., WHEN IT CAN DO SO WITHOUT GETTING ITSELF INTO SERIOUS TROUBLE. OUR PAST ACTION IS A PROOF OF THIS, AS YOU WELL KNOW. WE BELIEVE IT TO BE EQUALLY IN YOUR INTEREST, AS WELL AS OURS, THAT THE POSITION WE AND OTHERS ASSUME SHOULD, FOR THE PRESENT, AT LEAST BE MAINTAINED.

VERY RESPECTFULLY,



GENERAL MANAGER.

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Chicago, Burlington & Quincy Railroad Co.

J. C. Fensley, ~~General~~ Vice President

E. S. John Esq

General Manager C.R. & P. Ry

Chicago, Mar. 6th, 1888.

My Dear Sir:-

I enclose copy of a telegram which has just been received here from Rock Island, saying that both the Chicago, Rock Island & Pacific and the Peoria & Rock Island Roads decline to do business with us.

I cannot suppose that this is by any authority from headquarters, and write to ask you if you will tell me the facts, and the reasons, if there are any, for the alleged refusal. If the C., B. & Q. has done anything to justify such an attitude of non intercourse, I should be glad to know what it is, ~~and to apply a remedy if one can be found.~~

Yours truly,

(Signed) H. B. S.

~~Mr. R. R. Cable,~~

~~President, Chicago, Rock Island & Pacific Ry.,~~

~~City.~~

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.

SENT BY

TIME FILED

TELEGRAM.

TIME REC'D

REC'D BY

After transmitting telegrams which in their opinion would have served the Company's interest if sent by train mail operators are required to attach a copy of Approved, J. D. BESLER, Gen'l Supt. them to Form 673 and forward the same to the Superintendent of Telegraph. E. M. HERR, Supt. Telegraph.

Received at

From

188

To

MAR 6 1888

E. P. Ripley
The R L & P^{Co} & R L & P^{Co} positively
decline to handle any freight
for us in any manner that
they got same important
freight at Danmport they
share of business to us here
+ we have loads of
business on R L & P that they
decline to deliver us & will

CHICAGO, BURLINGTON & QUINCY RAILROAD

SENT BY

TIME FILED

TELEGRAM.

TIME REC'D

After transmitting telegrams which in their opinion would have served the Company's interest if sent by train mail operators are required to attach a copy of
Approved, J. D. BESLER, Gen'l Supt. | them to Form 673 and forward the same to the Superintendent of Telegraph. | E. M. HERR, Supt. Telegraph.

Received at _____

From _____ 188

To _____

MAR 6 1888

not let us go in on their
track to get it ourselves
can you not see CRISP
management & improve the
situation

H L Mack

Chicago, Burlington and Quincy R.R.
General Freight Office

Chicago, March 7, 1888

Notice to Shippers, Agents, and Connecting Lines

The C. B. & Q. is now ready to receive freight for all stations on the Burlington and Missouri River R.R. in Nebraska. This does not include Live Stock or Perishable freight, except in the case of Live Stock with a car of Emigrant Household Goods.

Note particularly this does not include freight of any kind destined to points beyond the lines of the Burlington and Missouri R.R. R.R. Neb.

C. P. Ripley
G. & A.

1963

Chicago, Burlington & Quincy R.R.

General Freight Office.

Chicago, March 5 1858

#12

Connecting Lines.

This Company is prepared to receive freight for all stations east of the Missouri River in Iowa, Missouri, Illinois, Wisconsin and Minnesota on the lines of the

Chicago, Burlington & Quincy R.R.
Chicago, Burlington & Northern R.R.
Chicago, Burlington & Kansas City R.R.
St. Louis, Rockford & North Western R.R.
Hanibal and St. Joseph R.R.
Kansas City, St. Joseph & Council Bluffs R.R.
Harrison & Shenandoah R.R.
Burlington & Western Ry.
Burlington & North Western Ry.
Chicago & Iowa R.R.

C. P. Ripley
SFA

Chicago, Burlington & Quincy R.R.

E. P. Ripley, General Freight Agent

Frederic Rogers, Asst Genl Freight Agent

Geo. H. Ross, Asst Genl Freight Agent

E. B. Wilson, Asst Genl Freight Agent.

Chicago February 27th 1888

#1

Dear Sir,

It will probably be a week or more before this Company will be able to receive freight from you and it will, therefore, be advisable and for the public interest for you to deliver all freight consigned to us and destined to competitive points to such other road as in your judgment can best and most promptly take it to destination.

We shall also be obliged, for a few days, to decline to receive freight for local stations, but as soon as we are able we will give this the preference and will first serve those places that are wholly dependent on us.

You will be duly advised of our ability to handle our freight.

Yours truly

E. P. Ripley

Chicago Burlington and Quincy R.R.

General Freight Office

Chicago. March 24. 1888.

To Connecting Lines at Chicago.

On account of strike of Switchmen,
this company cannot, until further notice, receive
any freight at Chicago.

C. P. Ripley
S. F. A

Ex. 93. 2576

Chicago, Burlington and Quincy N. R.

General Freight Office

Chicago, April 2 1888

To Eastern Connections

In order to prevent any misunderstanding in regard to the ability of this Company to handle freight, notice is hereby given that the C. B. & Q. R. is prepared to receive freight for shipment to all stations on C. B. & Q. R. and roads named below, at all junction points except Chicago.

On account of labor troubles at Chicago, traffic is liable to detention if routed via Chicago

Chicago and Iowa R. R.

Chicago, Burlington and Northern R. R.

Chicago, Burlington and Kansas City Ry.

St. Louis, Keokuk and North Western R. R.

Hannibal and St. Joseph R. R.

Kansas City, St. Joseph and Council Bluffs R. R.

Hanniston and Sherrandoak R. R.

Burlington and Western Ry.

Burlington and North Western Ry.

Burlington and Missouri River R. R. in Nebraska

Live Stock and perishable freight for points on the Kansas City, St. Joseph & Council Bluffs R. R. must not be received.

E. P. Ripley

G. F. R.

A. R. Calkins,
President.
E. J. Johns,
General Manager.

Chicago, Rock Island & Pacific Railway Co.

Wlr
Office of General Manager.

CHICAGO, Ills. March, 8th, 1888.

Mr. H. B. Stone,

Gen'l. Manager C.R. & Q. R'y.

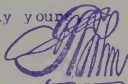
My Dear Sir:-

That there may be no misunderstanding as to the position of the Chicago, Rock Island and Pacific Railway Company in regard to exchange of traffic with the Chicago, Burlington and Quincy Railroad Company, I desire to add to my hastily written note of the 6th inst. the following: This Company is willing to perform all duties imposed upon it by law as a common carrier, and will do so when able. It will not refuse to perform such duties to all because it is rendered, by circumstances for which it is not responsible, unable to perform them as to one. It will not suspend the operation of its entire line and inflict incalculable injury upon the communities dependant upon it for transportation because circumstances render it impossible for it to exchange traffic with another railway company. Its engineers and firemen positively refuse to handle freight received from or delivered to your road. We have done nothing to induce this resolution. To discharge them would not enable us to exchange with you, while it would render it impossible to carry for anybody else. We occupy no "attitude of non-intercourse" but do refuse to injure all of our patrons because we cannot help you. I cannot see how bringing about a general

H.B.S.2.

suspension of the operation of railways in the west can aid you in your present struggle, while I can see that it would work great injury to the country. We are not willing to attempt the impossible with the knowledge that the attempt will injure many and benefit none.

Respectfully yours

A stylized, handwritten signature in dark ink, appearing to be 'J. M. Smith' or similar, written over a horizontal line.

General Manager.

CABLE MESSAGE.

THE WESTERN UNION TELEGRAPH COMPANY.

All CABLE MESSAGES received for transmission must be written on the Message Blanks provided by this Company for that purpose, under and subject to the conditions printed thereon, and on the back hereof, which conditions have been agreed to by the sender of the following message.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	No. OF WORDS	FROM
59 Bx	WR Mo	28	Hensburg	

Received at 31 STATE STREET, BOSTON. March 28 1887

To Chairman Forbes Sears Building
Boston Mo

Connecting railroads boycotting
us Perkins acts ruinously
new Engineers pay just equivalents
welcome the old obtain benignants
unpledged unboastful umpire
Henry Thielsen

To guard against mistakes on the lines of this Company, the sender of every message should order it repeated; that is, telegraphed back from the terminus of said lines to the Originating Office. For such repeating, the sender will be charged in addition, one-half the usual tolls of this Company, on that portion of its lines over which such message passes.

This Company will not assume any responsibility in respect to any Message beyond the terminus of its own lines; and it is agreed between the sender of the following Message and this Company, that said Company shall not be liable for mistakes or delays in transmission or delivery, or for non-delivery to the next connecting Telegraph Company, of any un-repeated message, beyond the amount of that portion of the charge which may or shall accrue to this Company out of the amount received from the sender for this, and the other companies, by whose lines such message may pass to reach its destination; and that this Company shall not be liable for mistakes in the transmission or delivery, or for non-delivery to the next connecting Telegraph Company, of any repeated message, beyond fifty times the extra sum received by this Company from the sender for repeating such message over its own lines; and that this Company shall not be liable in any case for delays arising from interruptions in the workings of its lines, nor for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other company to reach its destination.

This Company is not to be liable for damages in any case, where the claim is not presented in writing, within thirty days after the sending of the message.

Chicago & Eastern Illinois Railroad Co.
Chicago & Indiana Coal Railway Co.

H. H. Porter,
President.

Office of the President,
First National Bank Building.

Chicago.

March 31, 1888. 188

DICTATED

CONFIDENTIAL

C. E. Perkins, Esq.,

President Chicago, Burlington & Quincy R. R.,

Chicago, Ill.

Dear Sir:-

I have just sent a letter to you by Mr. J. D. Carson, Manager of the Belt Railroad, and herewith confidentially I hand you to read, a copy of the letter that I have to-day sent to Mr. John B. Carson, President Chicago & Western Indiana Railroad. Please treat this as confidential, and I only send it in order that you may know exactly what I have written and how I have placed myself, and not to be made public. I would prefer that you would not let Mr. James B. Carson know that I have written this letter. I assume Mr. John B. will show it to all the directors of the Belt Railway.

Yours truly,

ENCLOSURE.

H. H. Porter
President.

Bryce
Jettus & Jettus

Chicago & Eastern Illinois Railroad Co.
Chicago & Indiana Coal Railway Co.

H. H. Porter,
President.

Office of the President
First National Bank Building

Chicago

March 31, 1894. *AS*

John W. Carson, Esq.,

President Chicago & Western Indiana Railroad,

Adams Express Bldg., Chicago.

Dear Sir:-

I hear to-day that for some days cars for transfer have been tendered to the Belt Railroad by the Chicago, Burlington & Quincy, and that owing to the action of some of the Belt railroad employees these cars have not been moved. As the representative of the Chicago & Eastern Illinois, owning an interest in the Belt Railroad, I must insist and here notify you for them in the absence of Mr. Lyford, our director, that we demand that the Belt Railroad shall transfer cars for every railroad corporation and individual exactly in the same manner as they transfer for any one, and that any and all employees of any name and nature that do not choose to do their whole duty and the same duty towards any one car or railroad company or individual as another, shall be immediately dismissed and no employee shall switch, haul, way-bill or in any way be allowed to handle any particular car, that will not handle every other car in the same way. I state this as a principle. It is a duty to the public that we by law are bound to perform, and

we are not responsible for the stoppage of the road beyond having the most vigorous and able management that we can find, and if we have not got a management to-day that can boldly, fearlessly, quietly and in good temper bring this about, let's have them all resign, and let's get new ones. Don't understand me by this as saying that we have not, but I think that they should be called together at once, the rule laid down, and every man that declines be relieved, and I also insist that the rule shall be that every man that does decline shall be told frankly that he shall not be re-employed under any conditions; and at the same time be told that if there is any grievance or anything wrong by the Belt Railroad or any of its officers in the treatment of any man, that he can be frankly heard, and any injustice done, promptly rectified; but I do not believe in the trifling policy and back-lugging that has been going on in Chicago for the last three weeks, and am determined so far as I am concerned, and so far as any interests that I represent are concerned, that our whole duty shall be done. If employees deny that there are any such cars where they can get at them, your Manager should send or go in my judgment to the Chicago, Burlington & Quincy and ask of them the location and numbers of every car they want transferred, and I think should arrange for them daily for the time being to notify him what cars they have personally, and should see through his proper department that they are transferred, and that done promptly, or that the road is shut up. I feel this thing very strongly. I believe it is the wisest

and kindest policy towards every employee, and I know it is right in principle. If this is thoroughly, loyally and fearlessly attempted, and in consequence the road is shut up, then I ask you the moment that happens to call the Board of Directors together, and let me represent Mr. Lyford at such meeting in case he has not returned.

Yours truly,

President.

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.

SENT BY

TIME FILED

TELEGRAM.

TIME REC'D

REC'D BY

After transmitting telegrams which in their opinion would have served the Company's interest if sent by train mail operators are required to attach a copy of
Approved, J. D. BESLER, Gen'l Supt. | them to Form 673 and forward the same to the Superintendent of Telegraph. | E. M. HERR, Supt. Telegraph.

Received at

From

To

Received at Chicago From Omaha 4-4-1888
To C. Perkins
Every thing working smoothly
here today all roads are taking over
business in Omaha & Dalmen

G. H. Aldrege

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.

SENT BY

Mer

TIME FILED

TELEGRAM.

TIME REC'D

1110a

REC'D BY

R

After transmitting telegrams which in their opinion would have served the Company's interest if sent by train mail operators are required to attach a copy of Approved, J. D. BESLER, Gen'l Supt. | them to Form 673 and forward the same to the Superintendent of Telegraph. | E. M. HERR, Supt. Telegraph.

Received at

C. Perkins

From

Is Joe 4-51888

To

*Bay City has been lifted
at Kansas City all the roads who
notified. They would not receive for
a few days ago are no taking it
from us.*

W. J. Merrill

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.

SENT BY

TIME FILED

TELEGRAM.

TIME REC'D

REC'D BY

Er 9/

11/1

1000 pm

(2)

After transmitting telegrams which in their opinion would have served the Company's interest if sent by train mail operators are required to attach a copy of Approved, J. D. BESLER, Gen'l Supt. them to Form 673 and forward the same to the Superintendent of Telegraph. E. M. HERR, Supt. Telegraph.

Received at

Burlington

From

A. J. Lee

4/1

1888

To

C. E. Perkins

The C & Q - M. P. - Santa Fe & Wash

have been notified not to handle any B. Port after 12 noon tomorrow.

W. T. Merrill

Filed 1030pm to Mr C. E. P.

Boycutt
C. B. Q. vs.
B. b. R. M.
Division

Boycott
Bo M. vs. U. P.
Decision

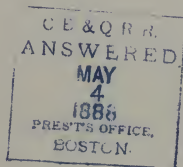
BOYCOTT, WHEN LAID & RAISED.

ST. JOSEPH, MO., MAY 1ST, 1888.

T. S. HOWLAND, ESQ.

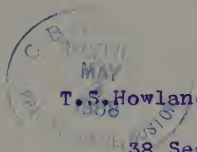
BOSTON, MASS.

DEAR SIR:



IN REPLY TO YOURS OF 28TH ULT. FROM BURLINGTON
IN REGARD TO BOYCOTT, I WILL SAY THAT THE ^{FIRST} BOYCOTT
AGAINST OUR FREIGHT WENT INTO EFFECT MARCH 8TH & WAS
RAISED MARCH 20TH: SECOND BOYCOTT WENT INTO EFFECT
APRIL 2ND AND WAS RAISED APRIL 4TH.

YOURS TRULY,



T.S. Howland, Esq.,

38 Sears Building, Boston,

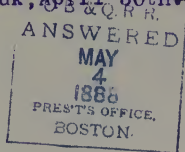
Dear Sir:-

Answering your letter of 28th. inst., will say we were boycotted but once, The Wabash refused to handle cars to and from this line, March 1st. and continued the boycott until noon March 31st.

Yours truly,

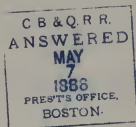
Ans. S. Howland
-3

Keokuk, April 30th. 1888.





Omaha, Neb. May 2nd 1888.



Dear Sir:-

Answering yours of the 28th ulto.

The boycott instituted by the firemen and engineers took effect in Denver on the morning of the 4th of March and ended on the 24th of March. During that time no business was exchanged between our road and the D. & R.G. and U.P. roads in Denver.

In Omaha, the boycott took effect March 3rd and was lifted March 24th. During the time mentioned, however, in Omaha, more or less business was exchanged between our road and the U.P. and other roads at different times, but the boycott was not declared off until the 24th of March.

There was no boycott instituted by the switchmen west of the river.

Yours truly,

STATEMENT REGARDING 1912

"STATEMENT REGARDING 1912" WAS IN ISSUE ON THE 20th OF JANUARY, 1912.

PAGE	FIRST PAYMENT		SECOND PAYMENT	
	FROM	TO	FROM	TO
101	Dr. 5.00	PAID TO LONDON 10	101	Dr. 5.00
102	Dr. 5.00	PAID TO LONDON 10	102	Dr. 5.00
103	Dr. 5.00	PAID TO LONDON 10	103	Dr. 5.00
104	Dr. 5.00	PAID TO LONDON 10	104	Dr. 5.00
105	Dr. 5.00	PAID TO LONDON 10	105	Dr. 5.00
106	Dr. 5.00	PAID TO LONDON 10	106	Dr. 5.00
107	Dr. 5.00	PAID TO LONDON 10	107	Dr. 5.00
108	Dr. 5.00	PAID TO LONDON 10	108	Dr. 5.00
109	Dr. 5.00	PAID TO LONDON 10	109	Dr. 5.00
110	Dr. 5.00	PAID TO LONDON 10	110	Dr. 5.00

NOTE: THE FIRST PAYMENT WAS IN THE MONTH OF JANUARY, 1912.

THE SECOND PAYMENT WAS IN THE MONTH OF FEBRUARY, 1912.

THE THIRD PAYMENT WAS IN THE MONTH OF MARCH, 1912.

THE FOURTH PAYMENT WAS IN THE MONTH OF APRIL, 1912.

THE FIFTH PAYMENT WAS IN THE MONTH OF MAY, 1912.

THE SIXTH PAYMENT WAS IN THE MONTH OF JUNE, 1912.

THE SEVENTH PAYMENT WAS IN THE MONTH OF JULY, 1912.

THE EIGHTH PAYMENT WAS IN THE MONTH OF AUGUST, 1912.

THE NINTH PAYMENT WAS IN THE MONTH OF SEPTEMBER, 1912.

THE TENTH PAYMENT WAS IN THE MONTH OF OCTOBER, 1912.

Burlington.

May ^{rel} 6th, 1888. Kendall of the B., C. R. & N., notifies us that his road cannot receive any freight from us.

March 7th. B., C. R. & N. refuses to accept bills or cars.

March 9th. B., C. R. & N. refuses all freight.

March 23rd. B., C. R. & N. is now handling all our business in the regular manner.

Creston.

March 7th. C., M. & St. P. refuses to interchange any freight whatever with us.

Omaha.

March 23rd. U. P. commenced to take our cars.

St. Joseph.

March 16th. So. Kansas refuses to interchange business with us.

March 20th. Mo. Pac. will resume business with us.

March 22nd. St. Joe & Grand Island notify us that they will exchange business.

b

Denver.

March 24th. D. & R. G. are now handling our cars.

Topeka.

March 16th. A., T. & S. F. notify us that they can receive no freight.

March 20th. Notify us that they will interchange business.

Kansas City.

March 7th. K. C., F. S. & G. resume business with us.

March 12th. A., T. & S. F. refuses bills for transfers.

March 16th. C. & A. refuse to receive transfers.

March 22nd. ^{C & A}
X Give notice that they are ready to interchange business.

E. St. Louis.

March 22nd. All business resumed as before the strike.

Atchison.

March 16th. A., T. & S. F. refuses to receive freight.

Council Bluffs.

March 10th. C., M. & St. P. refuses transfers; C., R. I. & P. exchanges freight only when less than carloads. C. & N. W. deliver freight but receive nothing.

March 24th. C., R. I. & P. commenced transferring today.



Chicago, Burlington & Quincy Railroad Company,

TRAINMASTER'S OFFICE,

Canal and Sixteenth Sts

S. T. POPE,
Train Master.

Chicago, Ill., May 3^d 1888

D^r: C. H. Williams
Asst to Genl Mgr
Chicago.

Dear Sir:-

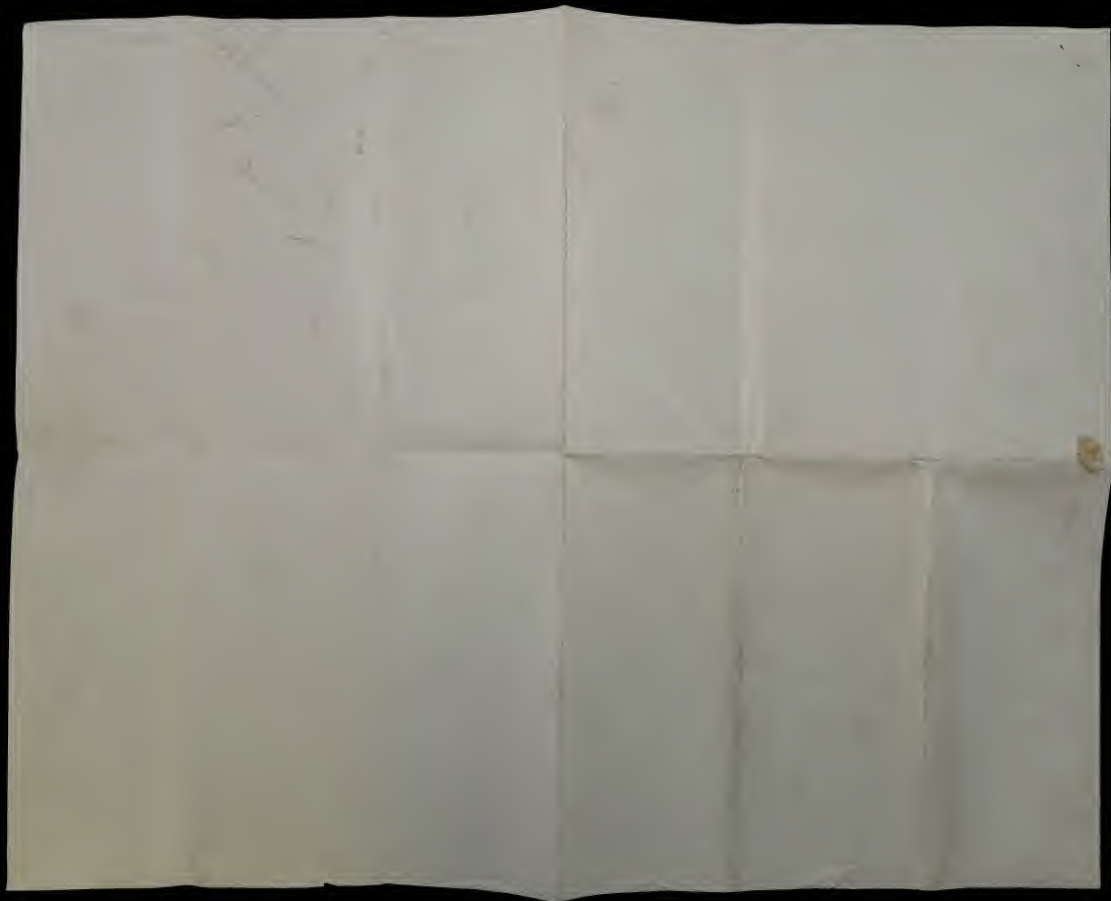
Attached please find the list you
which you asked.

The upper list shows dates
on which Cars were or were not delivered
as to Connecting lines; the lower list shows dates
on which we delivered, or did not deliver
to Connecting lines.

The mark "O" means
no deliveries on the date in question, the mark
"V" means that deliveries were made on that
date.

I think this gives all the information
which Mr. Perkins wants. if not, I shall
of course be glad to add to it.

Sincerely,
S. T. Pope



STRIKING COMMENTS

SPECIAL EDITION

Issued by the Passenger Department, Chicago, Burlington & Quincy Railroad Company

CHICAGO, APRIL 8, 1888

Burlington vs. Rock Island

ARGUMENT OF MR. WIRT DEXTER

FOR THE CHICAGO, BURLINGTON
AND QUINCY RAILROAD
COMPANY

BEFORE JUDGE GRESHAM IN UNITED STATES
CIRCUIT COURT, CHICAGO,
APRIL 4, 1888

In the Case of the Chicago, Burlington & Quincy
Railroad vs. the Chicago, Rock Island & Pacific
Railway to Compel the Latter to Inter-
change Freight Traffic.

MR. DEXTER.—If the court please. The question involved in our case is a very simple one. I hope I shall, in the main, be able to confine myself to it, although in that respect there has been a very bad example set and a very great license taken. A discussion of a question of law in the method and temper and manner that we have listened to here this morning, ought not to help any cause; nor it ought not to be many times repeated in a court of justice. If counsel in the case have become so controlled by their animosities, and their feeling, and their temper that they are willing to forsake the question and carry a war of personal accusation and detraction into a controversy of this kind, however entertaining it may be to the bystanders, however much it may make the ludicrous laugh, it is always and ever at the expense of that decorum and dignity that should attach to proceedings in a court of justice. It is easy for a man to fall cursing like "a drab or scullion," as Shakespeare says, to unload his mind with epithets.

There is no question here as to whether the Burlington Road is a bully or not. That is language that belongs, if anywhere, to another place than this. And has it come to this, when, upon a subject of great public importance, which attracts public observation, whatever may be the merits in the estimation of the gentlemen who are representatives of large corporate interests, whatever may be our diversity of view, that we are to meet and fall upon each other, and use language more becoming to a dive in a remote and discreditable part of the city, than to manifest a desire to discuss the question before us. I say whenever we do it, and as many times as we do it, we draw, in the estimation of the public, upon that respect for the profession with which we can ill afford to part.

Now, what is the question here? We may all take notice of the fact that your honor has not been in the city, and, while I have a per-

fect right to assume that the court takes judicial notice of what has occurred, I am not at entire liberty to suppose that your honor, engaged in juridical occupations in a neighboring city, has kept a close watch of what has been occurring in Chicago for the last three or four weeks. But, in brief, this has been the situation: That on the 27th day of February last there occurred a strike upon the Chicago, Burlington & Quincy road. It was very sudden; the men all went out at four o'clock on Monday morning. There was not a wheel turned. It was said to be a peaceful thing. It was very akin to violence. If you had marched an army over the country served by that 6,000 miles of railway, you could not have more violently interfered with the comfort of the citizen, with his locomotion, the movement of his produce, and the transportation of the mail through the country. But there we were in that situation. It was unexpected. It seemed to us to be our duty, and we were called upon, both by the law of our creation and the wants of our patrons, to rehabilitate our service with all possible speed. This we did, at great expense and trouble and cost. We sent men into different parts of the country. We opened offices. We secured the best men we could, put them through such examinations as we were able, and tried to set the wheels on our road moving. It would seem that we could not have done anything else. We are now met with the astonishing proposition, which is urged upon the attention of this court, in a violent and vehement manner, and with apparently some conviction of its truth, that this great, and, if intended, wicked, suspension of traffic, this destruction of our revenues, this disturbance of the confidence of the country, and derangement of its affairs, was in obedience to a deep-laid scheme—that we designed it. If we did we are very bad men, because it reached nearly every hamlet on our line; it touched every man's produce, every man's business, every man's convenience and comfort—I say if we did it, we are worthy of universal execration. If we did not do it, what shall be said of the men who make such charges against us? These are no trifling matters. These things touch the welfare of the country—the condition of its commerce. And, occupying a quasi-public character, there was a high and solemn duty imposed upon us to at all times serve the public in that public character honorably and to the best of our ability. It is charged that we have betrayed that trust—that we have surrendered it. Does anybody believe it? That to the destruction of our revenues, to the disturbance of our business, and to the loss of our stockholders, we promoted this strike; is there anybody anywhere that would have supposed it—that a mind capable of receiving such a fancy and then putting it out as a substantial truth? Not with a mob, not in hasty speech, but in a court of justice, and in an answer under the solemnity an oath presents? Is it not an extraordinary spectacle?

Well, what occurred next? We were succeeded to a very great degree, in starting our road. We got assistance from men in other departments at first, and, in a few days, we were moving our road with capable men. It would not do for us to stand idle. People

said, "We can not wait for you to settle any questions with your engineers. You must set your road moving!" And it was our duty—we did it. When it was said that we had done it, then a boycott was declared—declared by the defendant—participated in by the defendant for over thirty days. It is made a criminal offense under the law of Illinois, indictable. It is made a misdemeanor under the law of the United States. And, against a corporation in trouble, with disordered finances and diminished revenues, struggling to do its duty to the public, shall people come in who planted themselves as a basis upon a violation of law, and reproach us and defend that violation of law?

Well now, what was a boycott? The people of this country awake to the assertion of a principle not known to the law, but superior to the law, superior to the state—the power of a secret society, that could take the business of this country by the throat, that could put an embargo upon its produce, that could interrupt its communication and that could derange its commerce. Was it advisable to make any concessions to that demand? We are charged here in the answer, out of the plenitude of animosity and the paucity of their knowledge with not being willing to administer and properly, practically adjust our difficulties. What do the gentlemen know about that subject? Have you been present at our midnight interviews and our long and painful and, I may say, properly conducted in spirit, councils with these gentlemen upon the other side? And, not being there, do you dare to come in here and reproach either the honesty of our dealings or the temper in which we have conducted it? Do you know this fact, not incorporated into your answer, that at no time was a proposition made to us which did not involve the dishonorable discharge of the men who had come to our rescue? That at no time could we have restored these brotherhood men, whose advocate the gentleman is, without being guilty of the grossest breach of faith to the men who, in our hour of trouble, had taken their places? Is that a practical adjustment which is a dishonorable a justness? I hope never. I hope the highest practicable thing will be thought by your honor and the public to be the most honorable thing to do.

There was another marked thing about this boycott. It was declared by the Rock Island road against Burlington freight, not the Burlington Company, because we are a mere highway and a public servant, but against the produce of the people who live along our road. It was declared by men, your honor will observe, that received no revenue from the Burlington road, who rendered no service to the Burlington road. Their wages were received from the Rock Island road. Their hours of labor were fixed by Rock Island road. Yet they, having no connection with the Burlington road, declared a boycott against the Burlington road, and the Rock Island road obeyed it. The law said, you shall receive these charges; the engineers said, you shall not receive them. The law said, you shall transfer this freight; the engineers said, you shall not do it. And the Rock Island road put the law under their feet, and then sat at the feet of their engineers, and, latterly, of their switchmen. We stand

on law; they, the advocates for the violation of law.

There was another remarkable thing about this principle of the boycott. Of course there cannot be a free people without a free commerce. It does not make any difference whether the demand comes from the robbers on the Rhine, who taxed all passers-by, or combined capital, or a secret association of labor; they are alike offensive to liberty. Next to life itself is the right of free handling and trading in those things that make life desirable. And you can have no definition of a free people without a free commerce. Well might the country pause and say: We will allow no question to intrude itself until this wicked and unlawful demand is disposed of; we have not time to settle anything else until this is first disposed of. Not a concession to wages, but a question of principle, about which there can be no concession. But there was this thing—that I was about to speak of—connected with it, that no man could mark its limits. Its limits were not to be found in any law of the state, for the law of the state forbade it. It was not to be found in any principle of supply and demand. No knowledge of the forces and necessities of society would enable you to ascertain where it was to be leveled, for it was based upon none of these things. It had its origin in the wishes, in the enthusiasm, excitement of malice of a secret society; and you could not tell what persons or property would be admitted to-day and excluded to-morrow. The fat of exclusion was liable at any time to be aimed against any offending interest. Can sixty million of people hesitate a moment, or stop a moment, when an issue of that kind is raised? And, in a court of justice, there appears to-day an advocate for those principles, or for their partial application, representing an interest, I think, that is more important than almost any other in giving them their quietus.

Now, what is said in defense of this attitude? This answer nowhere admits that it is the duty of the defendant road to comply with the mandate of the law. It denies the jurisdiction of this court, and sets it a question for us to determine—is a question of expediency. For the purpose of seeing how that determination could be reached, or has been reached, and for the purpose of showing in this case, what will be found to be true in all cases, that all the reasons for evading the law, or disregarding the law, are always weak and ineffectual; that the expediency of the law is the highest expediency in the world; that the law knows more than any one man, or any one corporation; that it is the expression of the expediency of a community, and to violate it temporarily, on grounds of an alleged expediency, is to weaken its authority and to destroy it. To show that it is strikingly true in this case, as it will always be found true, let me call your honor's attention to some reasons given why it was deemed by the Rock Island that it was inexpedient to obey the law in this case. Things more vanishing, more weak, more of the nature of mere imaginings and thick-coming fancies, I shall show your honor or never were obtained into a serious litigation.

Adjourned to 2 p. m.

Court re-assembled at 2 o'clock p. m., when Mr. Whit Dexter resumed his argument, as follows:

If the court please, at the conclusion of what I said this morning, I was speaking of the absurdity of attempting a compromise with an impossible principle. The gentleman asserted in this boycott arrangement, I commented upon as being an absolutely intolerable and impossible one; it might be annoying temporarily for some classes of interest, but that was of no moment in comparison with the principle, and I was thinking, since the court adjourned, of what

Burke says in that respect, that there is always a class of people in this world with whom a bribe at their nose is larger than an oak a hundred yards off. And it is always so with people who mistake a principle for a fact. Facts are irritating things and need concession. Principles are composing ones; and this principle of an equal commerce, without partiality or discrimination has come to be, as an American institution, a fundamental one. We can all safely rely upon the law.

The gentlemen on the other side have given us considerable advice thus far in their argument about our own affairs; I mean by our own those appertaining to the Burlington road. A dispute between the Burlington road and its employees must always be a sort of family matter, and among themselves, until it in some way extensively interferes with the public convenience. A quarrel, if there is such a quarrel—never understood there was until I discovered the hint manifested this morning—or if quarrel, any ill feeling between two railroad roads is a matter the public care nothing about; but they do care a great deal about those fundamental principles of the law and of society which ensure peace and order and the regular transaction of their business; those are important to them; and in return, based some what upon notorious facts, for the advice given us, I will give the gentlemen a little. If, remembering the necessity of observing the law, when this wicked and monstrous principle of a boycott was first announced, if the railways of this city, who have a common interest, had said alike to all their employees, "this thing you propose is against the law of the State; is a criminal offense; is against the law of the United States; it is not to be tolerated for a moment; every power of society, both general and local, will be arrayed against us; it is intolerable and depolitic," it would not have lasted 24 hours. So commanding is the law and so sound is the principle, so concurrent would have been the judgment of all people back of it, that it would not have lasted 24 hours. Do the gentlemen know that when other railway roads said to their employees, "Why, this is the law; here is the Inter-State commerce act, and the law of Illinois, and it is the law," that they have replied, "Why the Rock Island don't think so; it is an important corporation; they have got legal advisers, and the Rock Island don't think so"—do they know that the letters filed here in this case of their general managers have been read with applause and cheers at all the lodges of these insurgents that have been gathered to violate the law the last two or three weeks, and that, unwittingly, perhaps unintentionally, but through yielding to their fears, which they allege here, they have been the bulwark and defense of the law-breaking element? Now that is a fearful responsibility; any little petty quarrel between two roads is not to be entered on here a time like this, but a loyalty to those principles that are expressed in the law, and which are the protection of all of us, and which it is the duty of all of us to observe, these are important, and any man or corporation that refuses to obey them will be held to a strict accountability.

They say, "we thought it inexpedient to obey this law." A very great many people have got into trouble because they thought it inexpedient to obey the law; some have got into very serious trouble. When we find men, trusted with large corporate interests, who not only submit to but defend this unlawful discrimination, in solemn argument, and defend a power, which passes over their property, and the menace of an irresponsible secret society, do they not invite its destruction and themselves undermine its foundation?

Now when it is so important to have an atmosphere clear of all these erroneous theories,

and to have the citizens—and corporations are citizens—understand that they have but one duty, and that is to obey the law where its mandates are clear, leaving the consequences to the constituted authorities, and to society, what are we met with here? Aspersions upon collateral matters, utterly unimportant matters; the investigation of an alleged trust. You are as to what the weather will be on the next day of July, as relating to this question. Can anybody's attention be diverted? Can anybody escape under a pretense of that kind? And this is a most dangerous question, because in times like these, that we have gone through with, when there are large numbers of idle men in the community, a little thing—a little thing brings about great and serious consequences. Idleness, says Judge Cowan, is in itself a violation of a moral obligation, because it leads to violence and disorder; and it was more than usually important that those charged with the management and conduct of these properties should take a firm stand. They had a common interest. Property is not conserved by yielding to these demands, and never would be, but they let trespass a little day by day until the thing grew larger and larger. And now the gentlemen come into court and deny the jurisdiction of this court to make such an order as will clear the atmosphere of all these illegal and fugitive theories upon a question of this kind.

My brother, Lincoln, asked me to state, which I will now do, the ground of jurisdiction that we maintain in this case. I call your honor's attention to the amended act of March 3, 1887. "The circuit courts of the United States shall have original cognizance, concurrent with the courts of the several States, of all suits of a civil nature, at common law or in equity, where the matter in dispute exceeds, exclusive of interest and costs, the sum or value of \$2,000, and arising under the constitution or laws of the United States."

Now I read the law of the United States—the Inter-State Commerce Act. I read from section 3, the second clause: "Every common carrier, subject to the provisions of this act, shall, according to their respective powers, afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding and delivering of passengers and property to and from their several lines, and those connecting therewith, and shall not discriminate in their rates and charges between such connecting lines."

Now let us see what a case is arising under the laws of the United States. I call attention to two United States Reports, the case of Railroad Company vs. Mississippi; I read from page 141, opinion by Mr. Justice Harlan:

"That cases arising under the laws of the United States are such as grow out of the legislation of Congress, whether they constitute the right or privilege or claim or protection or defense of the party, in whole or in part, by whom they are asserted."

"That it is not sufficient to exclude the judicial power of the United States from a particular case, that it involves questions which do not at all depend on the Constitution or laws of the United States; but when a question to which the judicial power of the Union is extended by the Constitution forms an ingredient of the original cause, it is within the power of Congress to give the Circuit Court jurisdiction of that cause, although other questions of fact or of law may be involved in it."

The present attitude of the case is very plain. Here is a law of Congress; here was a duty, and the defendant admitting the facts which we have alleged, declined to obey that law and observe that duty.

THE COURT—Do I understand that they de-

cline now to obey it, or is this controversy an existing one, or is what has occurred in the past?

MR. DEXTER:—It was two or three hours ago; I think it would trouble anybody to find out where it is now. We propose to have this court put it in shape.

THE COURT:—What I want to know is this: Have they yielded to what you demand?

MR. DEXTER:—I don't know.

THE COURT:—Namely, do they concede that it is their duty under the Inter-State Commerce law to interchange traffic with you?

MR. DEXTER:—No, sir; they do not.

THE COURT:—And are they ready and able to do it, and are they willing?

MR. DEXTER:—I know it is sufficient for the purposes of this case, and I am arguing that they deny it is their duty here.

MR. WITHROW:—Oh, no.

MR. DEXTER:—I will make that pretty plain before we get through; that is part of my case; you will have a right to reply to it.

THE COURT:—I understood Mr. Withrow to state that under the Inter-State Commerce law a common carrier is obliged to deliver and receive from any other carrier—

MR. DEXTER:—I will show your honor; I cannot take their oral disclaimers against their pleadings. We want to put this case in shape where it does not depend upon their volition in the matter, their judgment; and I think I will show your honor before I sit down, certainly with the aid of my associate, that the attitude of the case is just what I state in that regard. Now we have heard much this morning, and we have heard their pleadings and their excuses. Their excuse is that while their road is bound as a common carrier in the ordinary course of business to give and receive freight, that it is permitted to be the judge of when it is safe or expedient for it to do it. That is the precise attitude in this case. They have not changed that in any way; that is the situation of the pleadings and that is their condition before this court. Haven't counsel been arguing this morning for an hour to your honor that they should not be called upon to do what they claim to be an impossible thing, they being the judges of whether it is possible or impossible? My purpose is to show your honors that the execution of the law depends upon no man's opinion and judgment; that it is imperative and absolute, and human discretion and fear shall not be allowed to intervene.

Now, what are the reasons that have been set up, and what are the reasons—unless I am incorrect in my statement—of their attitude? Threats that if they did obey the law somebody else would do an unlawful thing, and therefore they had better both of them violate the law together; that is, that if they did obey the Inter-State Commerce law and deliver cars to us, their engineers would unite in an illegal conspiracy and disable their road. That is the position in the pleadings and in their argument. Now let us see whether I am right or not.

I read from the answer, "That the officers of the defendant, as well as the officers of the principal lines operating westly from Chicago, having reason to believe that any attempt to exchange traffic with the defendant would result in their existing condition of feeling would result in their being unable to operate their railway or to secure the service of any engineers or firemen by whom their engines could be moved, and believing further that the officers made by the complainants were made for the purpose of bringing about such result, resolved to decline to exchange traffic with it until it should become practicable to do so." I fairly stated their position. There is no question about it. That is the case, and here we are maintaining, and they are denying the jurisdiction of this Court to carry them further, or to say

they shall do it. We say it is, "thus saith the Lord," you, and there is no option in the premises. Your judgment cannot intervene as a substitute for the commands of the law, and that is what we are struggling here for.

"And this defendant further answering, says that it admits that it is its duty as a common carrier to receive and transport, when able, for all, without discrimination, and alleges that it is now and ever has been willing to perform such duty, but it denies that it is under any obligation, legal or moral, to attempt that which it knows is impossible."

THE COURT:—What I mean was this, Mr. Dexter. Suppose one of these connecting lines, the lines which connect with you, is doing all that the law requires of it; receiving freight from you and delivering freight to you, and it does not say that it will refuse to do anything of the kind; it says we will go on and transact business with you, but, Mr. Dexter, you take one view of our duty under this law, and we take a different view; while we are maintaining business relations of this kind with you now, and shall continue to do so, yet we insist that we are not obliged to do so if we are threatened with a strike, if our engineers should inform us in the future that if we undertook to carry freight for the C. B. & Q., we will strike, then we would be justified in refusing your freight; now suppose that is the condition.

MR. DEXTER:—That is not this case, for they are not receiving and delivering, or have not been in a position to do so. It is not optional with a railroad company to determine, because they are threatened by their engineers and firemen, whether they will perform their duty to the public; that if your honor goes down here to a station with your bag in hand, and the engineer looks out of the cab and says to the conductor, "That is one of the men we don't want to have, you take on board; if you do, we will strike." I say that is not a good excuse for putting your honor off the train, stopping anywhere and putting your honor off the train, or forbidding your getting on. That threat, as the human mind is constituted, and varying so much with different people, are not to be taken as a substitute for the law. I take that position, and I have some authority on it, because if this can be, then it depends upon the man, and with some men fear is a very potent and terrible thing; with others it has very little influence; some men are so constituted that at a little trouble like this they are quaking in their boots, and they think they must yield to everything that is demanded of them; and the law is not made in a time of excitement. The law is not got up at that occasion, but on principles that have been found to be of general application, and it comes in for the very purpose of steadying just such weak-kneed men, and saying, "just do your duty under the law; that is all you are required to do; you discharge your duty, and then if you are prevented from discharging it, come to the court, and the court will protect you." It may be a good answer to an order of the court that you are physically prevented, but not that you have determined in your own mind that it is unsafe for you to obey a mandate of the law. They never proceeded to that extent, and a perfect answer to their position is, that while they were thus refusing, other roads were showing with us. It is an absolute answer, showing the disability they are in, but existing as it is a fear. Many other roads throughout the city, and it appears here it is notorious, were exchanging traffic with us for thirty days, and these gentlemen violated the law, violated the law which created them; refused to discharge their duty to the public, and they allege as a reason that somebody had threatened them if they did not thus violate the law that they would in

some manner obstruct or illegally interfere with their control. Can that excuse receive any hospitality at the hands of any court?

Let us see what Judge Love says about that in a case recently tried before him: "Shall a railroad company refuse obedience to the express provisions of a statute law because some of its employees threaten to quit its service, and thus stop the running of its trains? Shall the court presume that they will carry out such threats, and deny relief to the complainant upon that presumption? No. Temporary inconveniences to the defendant company, or the public whom it serves, are, in my judgment, for one moment, to be compared to the fatal consequences which must ensue from a precedent by which it would be established, that a railroad company may, in violation of the law of the land, refuse to receive and haul the cars of a connecting line at the command of any irresponsible person, or from its own belief and apprehension that its employees will leave its service, and stop the operation of its lines. Such an excuse is wholly indefensible and must be set aside."

I read a little more. This is rather pertinent to this question we are discussing, although not so directly applicable to the point put by your honor.

"If in this case the refusal of the defendant corporation to move the cars of the complainant be sustained, it will follow that whenever in the future the locomotive engineers and firemen shall enter upon a struggle with any road, that all other corporations having connected lines will, in violation of the law, be warned not to interchange with the offending road, and compelled to obey the law of their employees. Thus may the transportation of vast regions of country covered by connecting lines be controlled and paralyzed at the arbitrary will and pleasure of the Brotherhood of Locomotive Engineers. Indeed it seems to-day to be the glory of the leaders of this association that the various corporations holding the vast network of railways west of Chicago are permitted to operate their lines. The people of this vast region may at any moment be deprived, by the arbitrary vote of the association in question, of all railroad facilities. Is this a power to be assumed and wielded by any set of irresponsible men under the sun?"

You see how such a principle, vicious in itself, invites extension. The moment one of the railways says, "Well, I will take the Burlington business," then the Rock Island engineers boycott that road. For instance, the Pittsburgh & Fort Wayne took Burlington business. Then, of course, the Northwestern boycotted the Pittsburgh & Fort Wayne; and when a special passenger car was sent over, they stoned it, they disabled it, and thus, your vicious principle having found lodgment in the fear or apprehension of a manager who can disregard the law, it spreads throughout the community, and will eventually destroy our business. Meet it at once, confront it with the law, grapple it, and it dies a speedy death.

Let me call your honor's attention to another reason set up in this case, why there should not be a clear decisive mandate of this court, an order that shall express the duty of all citizens under the law and set at rest, so far as this jurisdiction goes, and in this crowded and turbulent city, this question for all future time. It has been alleged here as a proper reason, worthy the consideration of this court, that the complainant corporation has been for a long time engaged in promoting an illegal trust, and that strike, and all the evils incident to it, have resulted from its illegal business in forwarding this scheme, and because in that respect it is guilty of an improper or unlawful combination, or attempting one, it should be

denied the relief which it claims in this court. Now what is the reason? Suppose it is true that we are as bad in this respect as is asserted in the answer, and as is depicted in the heated language of the counsel, what has that to do with our right, or the right of our customers, our patrons, the people who live along our six thousand miles of railway—those are the people who are interested—to interchange traffic with commercial lines. That is the question before this court.

Now look at the allegation. Let me call your honor's attention to their allegation in their answer in that respect. "That late in the month of February and early in the month of March it—the Burlington—indicated to the managing officers of one or more of the railway systems above mentioned, its purpose to prosecute said rate war until the officers of all the railways involved in the disastrous results of its policy should consent to abdicate the power placed in their hands by the stockholders they represented, to what is generally denominated a trust." Now everybody knows what that means; that the properties should be put in at some agreed value, and certificates representing the various proportion should be issued, and then the parties holding the certificates should draw their proper share of the revenue. That is what everybody should want to get out of a trust. Of course there is no evidence of it in this case, and the answer is only sworn to here upon information and belief, which constitutes a mere pleading. That is as far as that goes. It would strike the minds of some with astonishment that a road like the Burlington, hither to a very prosperous one, should want to get out of a trust of twenty-five or thirty other roads, some of which are not as good property as the Burlington. The scheme itself I never heard of until I heard of it here. I do not think the officers of that road ought to go into a scheme of that kind without consulting their general solicitor. It is so foolish and so illegal that it would take half a day to enumerate the objections to it. You can't make a trust of public property, which has a public character affixed to it, with all the obligations of the different companies to the State legislatures, and to the public at large. An utterly preposterous, impossible thing. It has no existence in fact. It was expressly denied by Mr. Stone. It has no existence anywhere except in the distempered and heated imagination of my friend across the table, or somebody connected with him. I hardly dare trust myself to characterize it. It is the most absurd, preposterous and feeble thing ever injected into a lawsuit of any dignity and in accordance as a reason why the Burlington road should not be permitted to enjoy the privileges for its customers that the law of the land entitles it to. Now the pertinacity of that is, in my judgment, counsel claim here with a great deal of anger, are they will further, I suppose, that they, connected with the road, and knowing the temper of their men, must necessarily be pretty good judges of what the men will do. As I have said, their course is opposed—showing that there must be other motives, or that their judgment must have been influenced by a disastrous state of feeling, or by other considerations, there is a fact going right along, hand in hand, that other roads were exchanging traffic with us; but what I want to get your honor's attention to is, can a judgment which would reach a conclusion of that kind be safely interposed as a substitute for the law? It is not a question of degree. If their discretion can be exercised, it may be exercised without restraint, and if it be true that it is within the discretion of every managing officer of these roads to determine to what extent the public shall enjoy its facilities, then they must determine that question on the ground and accord-

ing to such light as they have. And I simply call your honor's attention to the fact, with all respect to the respect that is deserved, as presented in the argument, that the gentlemen alleged to have determined that question against the law in this case, are presented by this record as entertaining as convictions things utterly preposterous and absurd to the last degree, and which no man within my voice, or who walks the streets of commercial intelligence, can believe for a moment—things expressly denied, and for which there is not a particle of evidence, and absolutely and unspcakably without foundation. Are you going to intervene that sort of wisdom, that sort of intelligence, as a substitute for the law when we come to this court and say these men are on the ground, with these people around them with their clamor, constituted as they are shown to be, and come to a conclusion which shall bind you and interrupt the commerce of the country? Is that a safe guide?

Let me call your honor's attention to another extraordinary excuse or reason, not for a day or two during the excitement, but for a long period here of a month—and of course there could be no limit to it under those circumstances; it might not only be extended to other roads, but extended all summer to the Burlington road—in this allegation: "Further, that instead of seeking or permitting a practical adjustment (the Burlington railway) determined to use the disaffection of its own employees to coerce its competitors into acquiescence in its scheme for the creation of a great western railway trust."

Let me repeat that the danger of allowing men to come to conclusions about whether they will observe the law or not, is strikingly illustrated in a time of public excitement in relation to a great public interest, from the fact that they have full hold of a thing having no existence, an impossible thing, without law, or without being in anybody's mind, as a reason why these duties and privileges should be denied. This allegation, if your honor please, is that we did not desire an adjustment of those troubles; that is, that we deliberately interrupted the commerce of the country and destroyed our own business for the business of promoting the formation and bringing about the formation of this trust. That is the distinct nature and extent of this allegation. Now mark the absurdity of it. It would seem as though the man who wrote it, if he had not been writing it under a most extraordinary condition of heat, if he could have stopped to reflect a moment, would have seen, in order to make it effective, he must come into the boycott or we lose our pressure. How could we promote a strike to bring about this condition of things unless we knew the engineers and firemen would boycott our traffic, and thus we could suspend the traffic of all other railways, and all the business. We would lose the very pressure attributed to us. The extreme folly and absurdity of the allegation becomes at once apparent. That the Burlington went into this thing, prepared a difficulty in advance with a great number of engineers, which is utterly false, having but one, and him conditionally employed, and then, after we got our machinery all ready, our gun all loaded, we touched it off because we knew that the engineers and firemen on those different roads would boycott our business, violate the law, subject themselves to suspension of engines, these men, these gentlemen defend the law, and of whom he speaks so highly, or else our plan would come to an end. Was ever such stuff put into an important controversy as that? This must have been part of our plan, or we had no plan. There would be otherwise no consistency, no intelligence in our effort to bring about this disastrous state of things.

Now, as to receiving defendant's cars. Let me call your honor's attention to this allegation in the defendant's answer. And especially does this defendant deny that it is its duty to make such an attempt with the results which would follow when it is demanded by a competitor for the purpose of paralyzing its railway." Now, how much of that feeling has got into this case your honor never can know. It seems to me an answer to the law makes no difference. How much of this is threats, how much engineers, and how much firemen? And how much of it is this fear of competition and irritation that has existed, or seems to have existed, all unknown to me, between these two corporations who prominently appear here, your honor never can know. And another illustration of the danger of departing from fixed principles and the positive mandate of the law: "Demanded by a competitor for the purpose of paralyzing its railway, demoralizing the business of several States, enforced it into a combination prohibited by the laws of the United States." Now it is not the result—it is not that we are having a strike which they say we did not well manage. I have always noticed people can manage other peoples' business extremely well, just as I have observed people sitting by in court always know how to try a law suit. They did not change us with these unfortunate results, but they say we intended them. We went into this thing with the purpose of paralyzing the industry of all those states on our own road, and depreciating the value of our own stock, putting heavy losses on our stockholders, and as a reason for not obeying their duty, they bring this stuff into court. I ask your honor to take it as an apology in a time of public excitement for thirty days' putting the law under their feet, occupying an attitude which has promoted and led to an excited state of feeling. For how can railway companies upon engineers and firemen to obey the law when they are themselves living in daily violation of the law?

Mr. Withrow indulged in an illustration that your honor issues a writ; the officer goes out; he is unable to execute it; he calls upon the people; they are unable to help him, or are unable to afford sufficient help. It comes back and makes that return. It is not a parallel one. There has been no attempt. Competitive feeling, jealousies, the alleged fear—these things have been set up and are brought to this court, but no attempt made in that behalf. If this court should issue an order, as I have said, and they should come back and say we have asked the officers with all the weight and influence of federal authority to obey the law,—they refuse to do it; they have quit their engines and the switchmen have quit the road, then their excuse would be in order. That they have not done. They have simply made allegations made with a false character, and impossible and non-existing trust, about their fears and a great variety of excuses.

Your honor, the law, as I have said, is serene; it is above all these jealousies, above all these fears, and I hope that the decision of this court will show what I am sure it will, that it is far safer in all times, and particularly in a time of trial and public excitement, for us unhesitatingly to obey it, than it is the only safe ground upon which any of us can stand.

At the conclusion of the arguments, the court said: "It seems that to day the Rock Island road is receiving and delivering, Burlington cars." Addressing the Rock Island counsel, the court said: "Do you propose to continue to do so right along?" They both replied that they did. The court then said: "That is sufficient. If you refuse, I shall make the same order I have made heretofore."

The foregoing in verbatim short hand report.

The Michigan Central Railroad Company and all of its officers and employes must comply with the laws of the United States.

Sections three (3) and ten (10) of the Statute of the United States, commonly known as the Inter-State Commerce Law, provide as follows:

¶ SEC. 3. That it shall be *unlawful for any common carrier* subject to the provisions of this act to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation, or locality, or any particular description of traffic, in any respect whatsoever, *or to subject any particular person, company, firm, corporation, or locality, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.*

Equal facilities to all connections for interchange of traffic.

Every common carrier subject to the provisions of this act shall, according to their respective powers, *afford all reasonable, proper and EQUAL facilities for the interchange of traffic between their respective lines; AND FOR THE RECEIVING, FORWARDING, AND DELIVERING OF PASSENGERS AND PROPERTY TO AND FROM THEIR SEVERAL LINES AND THOSE CONNECTING THEREWITH, and shall not discriminate in their rates and charges between such connecting lines; but this shall not be construed as requiring any such common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business.*

Any wilful violation subject to a fine of not to exceed five thousand dollars for each offense.

SEC. 10. *That any common carrier* subject to the provisions of this act, or, whenever such common carrier is a corporation, *any director or officer thereof, or any receiver, trustee, lessee, agent, or person acting for or employed by such corporation, who, alone or with any other corporation, company, person, or party, shall wilfully do or cause to be done, or shall willingly suffer or permit to be done, any act, matter or thing in this act prohibited or declared to be unlawful, or who shall aid or abet therein, or shall wilfully omit or fail to do any act, matter, or thing in this act required to be done, or shall cause or willingly suffer or permit any act, matter or thing so directed or required by this act to be done not to be so done, or shall aid or abet any such omission or failure, or shall be guilty of any infraction of this act, or shall aid or abet therein, shall be deemed guilty of a misdemeanor, and shall upon conviction thereof in any district court of the United States within the jurisdiction of which such offense was committed, be subject to a fine of not to exceed FIVE THOUSAND DOLLARS for each offense.* ¶

The statute has been construed by the courts as imperative upon the railroads and their employes, and its provisions cannot be evaded except under penalty of the law.

Michigan Cent.

It is probable that the principles
of the Common law as embodied in
the various ^{and common law courts} statutes regarding
Common Carriers ⁱⁿ of the several
States in which the CPRR operates
might have been found adequate
by the Courts to Compell its connecting
Lines to exchange business with it

in spite of the objections of the
Engineers.

But several clear & comprehensive
Sections of the Inter-State Commerce
Law, which then had been in the
Statute books less than a year,
seemed to have been aptly provided
for this contingency.

These sections are as follows

Charles E. Beers, et al

vs

U. S. Circuit Court,
Northern Dis. of Illinois.

Wabash, St. Louis & Pacific R.R. Co. et al.

Come now the Chicago, Burlington and Quincy Railroad Company and D. E. Richardson, by their solicitors and present their petition to the Court, praying for an order of the court, requiring the receiver of the Court appointed herein, and his agents, officers and employees to permit said petitioner as a public carrier, as respects traffic with such petitioner, and also for an order restraining the association commonly called the Brotherhood of Locomotive Engineers, and its officers and agents, and especially one P. M. Arthur, its Chief executive officer, as charged in said petition, from in any way giving any orders to the engineers in the employ of the Receiver for them to refuse to haul loaded cars coming to or going from the railroad in charge of said Receiver, in usual business interchange with the said petitioner corporation, and also praying for an order to punish the said Arthur for contempt of Court in unlawfully interfering with the administration of the property in the custody of the Court in this cause.

Whereupon the Court orders the said petition, together with the affidavits and papers in support thereof, to be filed, and the said application is set for hearing at (2) two o'clock P.M., of March ninth 1898, and it is ordered that notice of such application be forthwith served on the Receiver or his Solicitor.

STATEMENT SHOWING DATES
BETWEEN WHICH THE "BOYCOTT" WAS IN FORCE ON THE ROADS NAMED BELOW.

ROADS	FIRST BOYCOTT		SECOND BOYCOTT	
	FROM	TO	FROM	TO
C ₁ , B ₁ & Q ₁ ,	MARCH 1,	MARCH 13,	MARCH 24,	APRIL 4,
B ₁ & M ₁ WEB ₁ ,	" 3,	" 24,		
H ₁ & ST ₁ JO,	" 8,	" 20,	APRIL 2,	APRIL 4,
K ₁ C ₁ , ST ₁ J ₁ & Q ₁ B ₁ ,	" 9,	" 20,	" 2,	" 4,
ST ₁ C ₁ , K ₁ & M ₁ B ₁ ,	" 1,	" 31,		
C ₁ , Q ₁ & M ₁ C ₁	" 6,	" 23,		

NOTE: - THE DATES BETWEEN WHICH THE "BOYCOTT" WAS IN FORCE
VARIED IN DIFFERENT PLACES. THOSE GIVEN ABOVE FOR THE C₁, B₁ &
Q₁ ARE FOR CHICAGO, AND SHOW WHEN IT WAS MOST EFFECTIVE. A FEW
EXCHANGES WERE MADE WITH SOME OF OUR CONNECTIONS BETWEEN THE DATES
NAMED; WITH OTHERS, HOWEVER, THE "BOYCOTT" WAS PRACTICALLY CONTINU-
OUS FROM THE BEGINNING OF THE STRIKE UNTIL APRIL 4TH.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS.

ST. JOSEPH DIVISION, NO. 107.

ST. JOSEPH, MO., June 8, 1888

Dear Sirs and Brothers:

We send you a copy of a circular we have had printed, and would request you to have some printed and circulated and posted all along the line of your road. Brothers, this is a new mode of warfare we have established against the C., B. & Q. R. R., and we think it your duty to assist us in this Boycott against this tyrannical corporation. We would advise you to visit the different labor organizations in your city and request them to take part in it. The Brick Layers' Unions and Carpenters' Unions in Omaha and Lincoln will refuse to handle any material shipped over the "Q." road. Try and have them do likewise in your city. Request stock shippers, lumber dealers and all others not to ship anything or ride over any part of the "Q." and impress upon their minds that when they do they do it at a risk. Brothers, this is your fight as well as ours, and it is your duty to assist us in every way you can, and we would request you to act on this at once.

P. S. Engineers, Firemen and Switchmen:—Please have a Union meeting and have a large number of copies of the inclosed circular printed and distributed throughout your community and along the line of your road.

Yours fraternally.

R. MORRIS,

Chairman Grievance Committee, K. C., St. J. & C. B. R. R.

FRANK P. McDONALD,

Chairman B. of A., K. C., St. J. & C. B. R. R., and General
Secretary C., B. & Q. System.

Chicago, Burlington & Quincy Railroad Company,

Law Department.

Burlington, July 16th, 88.

M. S. Scudder, Jr.,

Chicago

Dear Sir:-

Your letter of the 14th inst. to Mr. Blythe inquiring as to what was done in the suit brought by the St.L.K. & N.W. against the Wabash Western to compel them to accept freight from us, has been received.

The bill of complaint in this case was never filed in court. After it was prepared copies were served on the Wabash people, and notice was given them that ^{it} ~~they~~ would be filed on the following morning at ten o'clock. At the time it was to be filed, as stated in the notice, our people were present in court for that purpose; but upon request of the attorney for the Wabash Western, we agreed to delay filing same until two o'clock in the afternoon. In the mean time, word was received from the Wabash company that they would do our business same as before the strike, and the bill, therefore, was never filed, and no orders or decrees were ever made or issued.

Yours truly,

W.D. Eamy

ANDERSON & DAVIS,
Attorneys at Law.

PRACTICE IN
State and Federal Courts
OF IOWA.

Keokuk, Iowa,

Aug 22

1888

M. L. Scudder Jr
Care 6, B. & Q. R. Co.
Chicago, Ills.

Dear Sir:

I have yours of 15.
I did not prepare a brief
in the case before Judge
Lore. I have however a
memorandum of the
authorities I consulted which
I cheerfully subjoin. That
was a case where the
C. B. & Q. asked and obtained
a mandatory injunction
against the B. & O. R. & N. R. Co
and the engineers and fire-
men of that road requiring
them to handle our freight
them from Baggage
Burlington freight.

The question that
troubled me at the outset
was whether a writ in
equity for an injunction
would lie or whether
we must in the first
instance resort to the

2 Mch. 5

PRACTICE IN
State and Federal Courts
OF IOWA.

Keokuk, Iowa, 188

Stetson remedy under
the interstate Commerce
law. Afterwards there
was a question whether
we were entitled to a
mandatory injunction.
I will give you simply
the rough notes of
my authorities.

High on Injunction 22 Ed.
§608 Inj to prevent one R. Co
from depriving another of
use of shifts road under contract.
Great Northern Rho, Lincolnshire Rho
1 Sm. 81
Great Northern Rho, Manchester Rho
5 R. Ex 9 Sm. 138
§616 Ry. Co. carrier refuses to
deliver. The fact that Stet. remedy
has been provided will not
prevent a court of equity
from entertaining jurisdiction
if Stet. remedy inadequate.
Vinton v. Co. 49 Ill 33
Of course prevented by
carrier is such as to
materially injure if not destroy
valuable business, injunction

312 L.S.

PRACTICE IN
State and Federal Courts
OF IOWA.

Keokuk, Iowa, 188

as proper remedy by
where p[er]ff is independent on
dependent or common or common
injunction.

§620 Where rival by abstract
wrong to p[er]ffs by injunction
London Rho[us]tan Rho[us]tan R. R., 4 Eq. 179.

§697 Inj. v. trespass

§896 Where duty by Inj.

§1233 Conspiracy enjoined
Brown v. Pacific R. R. 5 Blatch 323

Where Judge 39 N.H. 182

See cases cited by counsel on
remedy by injunction, illegal
combination 46 Md. 17

Watson v. Sutherland 5 Well. 74, 1877
as to when adequate remedy at
law

1 Wood's Addison on Torts

N.Y. 1876

22. preventing people from
suing with p[er]ff by the use
of threats - intimidation is
a tort

Kell v. R. Co. 10 C. B., 185, 507

PRACTICE IN
State and Federal Courts
OF IOWA.

Keokuk, Iowa, 188

Springhear v. Healy, L. R. 6. 39. 1880
549 Enjoining a boycott.

Goody on Torts 220, 221
Standard of proof Standard of
title

279 Conspiracy to prevent
employment

280, 280 Boycott

Grew v. Kutherford 106 Mass. 1

Boy, 1881

2 Redfield on Keys 8222
Nabij to inj that it is
more than

R. Co. v. R. Co. 1 Cal. 307;

Eort v. Bower, 71 Mass. 127.

Jurisdiction of Equity by
way of declaratory injunction
too firmly established
to admit of doubt.

Groves v. Gale, 1 Har. & J. 370;

Kuhl v. Burrall, 7 Cal. 551;

Robinson v. Byron, 1 Bro. C. C. 508.

Harvey v. Smith, 1 Kay & J. 392;

~~220~~ Hartys v. Lawrence, 2 Q. B. 191;

J. & S. 261.

Grimm v. Gray 40 N. Y. 191.

JOSEPH G. ANDERSON.
JAMES C. DAVIS.

OFFICES OF

ANDERSON & DAVIS,

Attorneys at Law.

E. M. L. S.

PRACTICE IN
State and Federal Courts
OF IOWA.

Keokuk, Iowa, 188

*I trust these may help
you.*

*Yours truly,
Joseph G. Anderson.*

ST. JOSEPH, MO., OCTOBER 5, 1888

M. L. SCUDDER, JR., ESO.

V. P. OFFICE CHICAGO

STRIKE MATTERS.

DEAR SIR:

REFERRING TO YOUR LETTER OF THE 29TH ULT. - HAVE YOU SEEN THE REPORT THAT I MADE TO MR. PAUL MORTON ON THE 23RD OF JUNE LAST, ACCOMPANIED BY REPORTS FROM MR. CRANCE, SUP'T OF H. & ST. J., AND MR. HOHL, SUP'T OF K. C., ST. J. & C. B. ? IT SEEMS TO ME THAT THAT REPORT COVERS ABOUT ALL THAT YOU ASK FOR IN YOUR LETTER OF 29TH ULT., WITH THE EXCEPTION PERHAPS ~~XXXX~~ OF YOUR QUESTION NO. 2; THAT INFORMATION I WILL GET & SEND TO YOU AS SOON AS POSSIBLE.

WITH REFERENCE TO MY LETTER TO MR. MORTON, ^{YOU} ~~I~~ WILL ~~SEE~~ THAT I MENTION THE SWITCHMEN IN KANSAS CITY YARD. IN REGARD TO THEM I WILL SAY THAT ON JULY 10TH WE REDUCED OUR FORCE OF SWITCHMEN IN H. & ST. J. YARD AT KANSAS CITY, AFTER HAVING GIVEN TEN DAYS' NOTICE THAT WE WOULD DO SO BECAUSE WE HAD MORE MEN THAN WE NEEDED FOR OUR WORK. ON THE ABOVE DATE, WHICH WAS THE TERMINATION OF THE NOTICE TO THE SWITCHMEN, THE MEN EMPLOYED IN BOTH H. & ST. J. AND K. C., ST. J. & C. B. YARDS QUIT WORK, AND, BACKED BY THE SWITCHMEN IN THE OTHER YARDS IN KANSAS CITY, PUT A BOYCOTT UPON THE HANDLING OF OUR CARS, AND EACH ROAD IN KANSAS CITY WAS NOTIFIED BY A COMMITTEE OF ITS EMPLOYEES THAT IF IT HANDLED ANY CARS BELONGING TO THE C., B. & O. SYSTEM, THE SWITCHING FORCE IN KANSAS CITY, INCLUDING ENGIN-

EERS & FIREMEN, WOULD QUIT WORK. I IMMEDIATELY WENT TO WORK TO SECURE NEW MEN. WITHIN AN HOUR FROM THE TIME I GOT NOTICE OF THE STRIKE, I RECEIVED WORD FROM MR. J. H. DUGGAN, SUP'T OF WEST IOWA DIVISION OF THE C., B. & O., THAT HE COULD SEND ME A FEW MEN TO WORK IN KANSAS CITY UNTIL I COULD GET NEW SWITCHMEN. THAT AFTERNOON 17 MEN /CONDUCTORS, YARDMASTERS, SWITCHMEN & BRAKEMEN OF THE WEST IOWA DIVISION/ WENT TO KANSAS CITY AND STAYED THERE UNTIL SATURDAY, THE 14TH, WHEN THEY WERE SENT HOME, AS AT

THAT TIME I HAD PROCURED A FULL COMPLEMENT OF MEN. *Many more would have come if they could have been spared.*
AT 10.30 A. M. OF JULY 11TH WE HAD OUR FORCES ORGANIZED, AND BEGAN

DELIVERING FREIGHT TO THE OTHER ROADS. SHORTLY AFTER 11.00 A. M. THE BOYCOTT WAS RAISED. I NOTIFIED THE SUPERINTENDENTS OF CONNECTING LINES AT KANSAS CITY, ABOUT 10.00 A. M., THAT THE VERY MINUTE WE GOT OUR FORCES ORGANIZED SO THAT WE COULD DO SO, WE WOULD BEGIN DELIVERING THEM FREIGHT, AND THEY WOULD HAVE TO TAKE CARE OF IT: THAT I WOULD TAKE NO HALF-WAY MEASURES, AND NOT VARY AN IOTA FROM THAT ACTION WHATEVER THE CONSEQUENCES MIGHT BE. THE WABASH WESTERN RY, IMMEDIATELY UPON RECEIPT OF NOTICE FROM THEIR MEN, ISSUED INSTRUCTIONS TO PAY NO ATTENTION TO IT: THE K. C., FT. S & M. SAID THAT THEY SHOULD CONTINUE TO RECEIVE FROM & DELIVER TO US AS FORMERLY: THE C., M. & ST. P. SAID THEY SHOULD PAY NO ATTENTION TO THE BOYCOTT: THE OTHER ROADS, WHILE THEY DID NOT ABSOLUTELY SAY THEY WOULD NOT INTERCHANGE WITH US, WANTED ME TO POSTPONE ACTION UNTIL THINGS SHOULD QUIET DOWN A LITTLE OF THEIR OWN MOTION; THIS I UTTERLY REFUSED TO DO. I WILL SAY, HOWEVER, THAT THE C., K. & N. ROAD, IMMEDIATELY UPON RECEIPT OF

NOTICE FROM THEIR MEN, NOTIFIED US THAT THEY WOULD NOT HANDLE OUR CARS.

EVERY MAN CONNECTED WITH THE SWITCHING FORCE, NOT INCLUDING ENGINEERS & FIREMEN, IN THE YARDS OF THE H. & ST. J. AND K. C., ST. J. & C. B. AT KANSAS CITY, QUIT WORK, EXCEPTING DAY YARDMASTER H. HARRINGTON, AND NIGHT YARDMASTER MULHERN OF H. & ST. J., AND DAY YARDMASTER CHAS. M^C DONALD AND NIGHT YARDMASTER JOS. M^C DONALD, OF K. C., ST. J. & C. B.; AND NONE HAVE RE-ENTERED OUR EMPLOY.

YOURS TRULY,

A handwritten signature in dark ink, appearing to read "J. A. Mulvihill", with a horizontal line extending from the end of the signature.

(68)

Boycott

Imposed boycott after
engineers convention in
Richmond Nov. 1888

Circular of April 16/88

Showing quite clearly the reasoning as to causing
the boycott - Expected to fill 2, with freight &
& cause them to refuse to receive it

NOV 15 1888

92 p. 1/2

Huntington Iowa
Nov 14th 88

Dear Mr Stone,

I have it from one who was a delegate to the Richmond Convention B.L.E. that a general boycott against the C.B. & Q. was fully decided upon and that it was to be enforced by the Engineers and firemen leaving their engines as fast as called upon to handle a Huntington Car.

This boycott is to be put on by orders of a secret committee which will be made up of employees of other roads. None of the C.B. & Q. strikers are to be connected with this committee or to take any active part in the matter in any way and it is the intention to so effectually cover up the work of this committee that it will be impossible to locate them.

This comes to me in such a manner and with such directness as to make it seem best to communicate it Organ.

"When the Gods would destroy they first make mad, let them work out their own destructions
yours truly

W. Brown

RECEIVED.

Chicago, Nov. 21st, 1900.

Mr. James Bergan,

Chicago, Ill.

Dear Sir:

Dear Sir:-

I have just received of Rev. Mr. Bergan, and am pleased to hear
for it's and his kindly interest which prompts me to write.

Yours truly,

Confidential.

Brooklyn N.Y. Nov 11th 1888

H B Stone Esq.

Dear Sir.

I write this letter to
inform you that a Resolution
was adopted at the Convention of
The Brotherhood of Locomotive
Engineers at Richmond Va. to
Resume the boycott against the
C B & O Road. Hoping this
information will be of service
to you

I am Sir yours Truly
James Wright
233 Broadway
N.Y.

An L. & Engineer.

Please acknowledge Receipt-

1875

Sp. 100

Wabash Case

Bills filed Mch 8. adjourn to
Argument " 9 set for
" 12

Rock Island

Bills filed Mch. 23
Answer " " 24
H.P.S. affidavit Apr 3
R & answer " 4
" Answer " 4
Dexter " " 4

Affidavit of
H. B. Stone in Wabash
Case -
March 12

Answer of Receiver
Mich 12

#3 pg 44 - pg 49

Union Pacific

Bill filed Mch 9^{#3} 1906
Restraining order " 13
Answer " 13
Opinion " 17

B.C. R. & N.

Bill filed Mch. 16,
Answer " 23
Opinion " 23.

Boycott

Pelt Line.

Pice filed Feb 14.

Pittman suspended

at El Dorado Feb 15

#3 pg 93

The Law

No management would
lightly seek to provide
stake of Enquiries.

The former throat clear-
headed temporary =

U.P.

R.I. -

R.I. in K.C. -

The boycott of a rail-road company
by other rail-roads are entirely
new thing in industrial affairs -
- a problem never before presented.

The Engineers dimly perceived in it
a great ~~power~~ ^{power} ~~weapon~~ ^{weapon} ~~though~~ ^{though}
~~they grasped for the most effective~~
method of exercising it -

It is odd to expect men, especially

little figure in their imagination

What view the railroads would take of the proposition that they should buy out the CS&Q or suffer themselves a strike of their engines was doubtful.

The C&P first to grasp the question.

men of limited intelligence
as the engineers have shown
themselves to be, to forego the
use of power which they think
they can exert, in furthering
their interests or gratifying their
desires. The right or wrong.
The lawfulness or unlawfulness
of this exercise of power acts

The idea that a rail-road company
could be compelled by its engineers
to discriminate as to what cars it
should or should not haul in its
trains, was started soon after
the strike began. At first it was
a mere suggestion. Nothing of the
kind had previously been proposed.

It was a new idea. But the brotherhood leaders began to give it consideration as soon as it was apparent that the CPs were effectively manning their locomotives with new men. It was probably the idea which gave the brotherhood courage to continue the strike.

When they found they were beaten
 on their original proposition -
~~viz.~~ that it was doubtful at first
 how the managers of other rail-
 roads would receive the suggestion
 that they should decline to have
 C&N2 cars. But the newspaper
 reports of ^{the} Engineers discussions
 of this matter soon brought expression

from railroad managers.

The practical question did not present itself for several days after the strike was begun because the C.P.R. hauled little freight, and delivered little to its connecting lines. But when engineers on other lines began to

5
notice CP&Z cars in their train
they showed restiveness. There were
muttered threats & on some instances
individual Engineers declined to
pull the trains until the objectionable
cars were cut out & left on side
tracks. If all Superintendents had
met this crisis promptly & decisively
I insisted that the grumbling Engineers

should do their duty, or quit the service it is probable that the agitation would have been of small dimensions & little importance. But it was a new question to the Superintendent as well as to the men. ~~There was a suff~~ There had been no general policy for this contingency outlined by

7

Any management. There were a
 sufficient number of ~~engine~~ &
 turn out officers on various road
 to cause a notable yielding ^{at first} to this
 unreasonable demand. There were
 a sufficient number of CP & 2
 Cars side tracked or left in
 yards while the Cars of other
 roads were hauled away to

8

Give the men some Confidence
in their ability to dictate to their
managers what Cars should be
received & handled. Cases of this
kind were promptly reported
among the Brotherhood, and produced
much elation & confidence in their
power.

9 of them
Grand Secretary Debs, ^{9 of them} said to a Tribune
Reporter Feb. 1.

"Other roads have to keep their hands
off. Neither accept nor receive
any freight nor passenger business
for the "2" road - neither from the
Eastern nor the Western End. We are
now fighting the "2" road. They must
let the "2" fight its own battle alone"

This was not an authoritative statement of the Brotherhood's position at that time, but an expression of a rising feeling ~~as~~ to what the Brotherhood has power to effect.

Mr. Arthur talked of compelling the other road to observe ^{the} Street

"neutrality," and the meeting of
 the Chairman of the Gen^e Greaves
 Com. of the Western line which met
 in Chicago Monday Mch 5 was
 mainly occupied in attempts to
 define this "neutrality" & decide
 means for its enforcement. What
 they called it "observing neutrality"

at that time, but the public
soon named it "the boycott".

When the question as to what
action should be taken on the
demand of the Engineers reached
the head office of the Company &
was examined by the General
Solicitors there was very little

doubt as to the ultimate stand
the rail-road companies would
be compelled to take.

The U.P. was first to move in
formulating its position for the
benefit of its employees. The case
was well stated in a circular
issued by Thos. L. Kimball, ^{agent to the U.P.} from the

14

Chief Officer on Omaha

#3 pg 46. Brycott

Resolutions of Rock Island Gravel Co.
giving consent to C&N.W. switching
hauling R. I. trains according to con-
tract, from Cameron to K.C. & in K.C.
Yards.

Burlington Ia. April 6 - 1888

Dear Sir & Bro. — As there seems to be some
misunderstanding by our brothers on other roads in regard to the effect
of lifting the boycott. We as a committee appointed by our association
take this means of giving you the true state of affairs as they exist and
the good effects of raising the boycott. At first we feared that as a
weapon - but when we saw how it would draw our brethren on
other roads into their struggle we considered it far better to confine
it to our own system & carry our fight against corporate power &
wealth with the aid of our brothers on other roads financially. We
are confident we can beat them by staying out as we have
done for the past seven weeks as every day brings new evidence
of their inability to handle their business with the class of men
they now have in their employ. When the embargo was raised in
Chicago where the B had one car to deliver to other roads these
same roads had five to deliver to the A which they did & we can
plainly see that they can't do as they claimed they could "handle
it freight delivered to them." The A have got all their side tracks
pretty near full of cars between the Missouri River & this point &
that room is still left will soon be taken for they are sitting out all
grain or other consignments for Chicago that are received west
of here. At this point & east of here they are refusing to receive any-
thing for Chicago. They are putting on as bold a front as they
can & are making a bold stagger to keep up with Paul Morton's
lies but they can't do it you know. They have bought engines
from their brother & leased lines to the main line but all to
no purpose. As soon as what little room is taken that they
now have on side tracks they will have to refuse freight & this
is what we want to see. Our men are all in good spirits &
are first class & stayers as you ever saw in your life.
We don't write this letter as anything official in regard to the
handling of the boycott (for of course we as a ^{association} or
individuals had nothing to do with it) but simply to give
our ideas & opinions after seeing the effects.

Yours Fraternally
J. A. Hendricks
W. H.ilder

Committee from Div. 157 B. L. & C.

Judge Loe

Feb 23. issued an injunction against
the R. C. & M., and a restraining order
against the Locomotive Engineers
at Keokuk -

Price for Locomotion

S. L. K. & M. vs. Habash Western
in S. L. Mich

This bill
not filed

Made in 1899

There was agreement for fifty years
that Habash should have
the S. L. K. & M. Cars or transfer from junction
to S. L. & receive a part of the rate.

The Engineer referred to have these
Cars, & the Habash require freight to be
unloaded at junction and loaded on
their cars. Hence bill

~~248~~ The Hoycott helped
by R. I. Altitude.

An Engineer said to McCreight Pres. R.R.
"Law that is good enough for the
Rock Island is good enough for
us."

See Specimen Chp Incl. 6.

The trouble at Kansas City, The R. I. &
C.B. & N. use same yard & operate
jointly, line from K. C. to Cameron
Junc. The R. I. switched some C.B. & N.
Cars which were said to be on their
Way & carried passengers to Cameron
on C.B. & N. tickets. This Brotherhood
objected to & R. I. officials agreed
not to do so any more

2 p 28.

The Bridge & Tunnel Co's predicament

Did Sturges attempt to prohibit old companies
Selling CP&2 tickets? — Special Clip Mch. 7.

The boycott of a rail-road, by other rail-roads differs from any ordinary boycott. The resolution not buy goods of a ^{certain} merchant, not to trade with a certain obnoxious concern is the common form. If the strikers had confined their ammunition to inducing their friends not to ride travel on C.P.R. & not to ship freight over it, that would have been the ordinary form. ^{thus they did} But the complexity came when they gave notice that other rail-roads must decline to do business with the C.P.R., under penalty of having their own locomotives abandoned. This was a new form & it raised an entirely novel issue —

When they compare it with the support to be given to the

12
3
140
71
26

IN THE UNITED STATES

CIRCUIT COURT

DISTRICT OF NEBRASKA.

CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY.

Complainant.

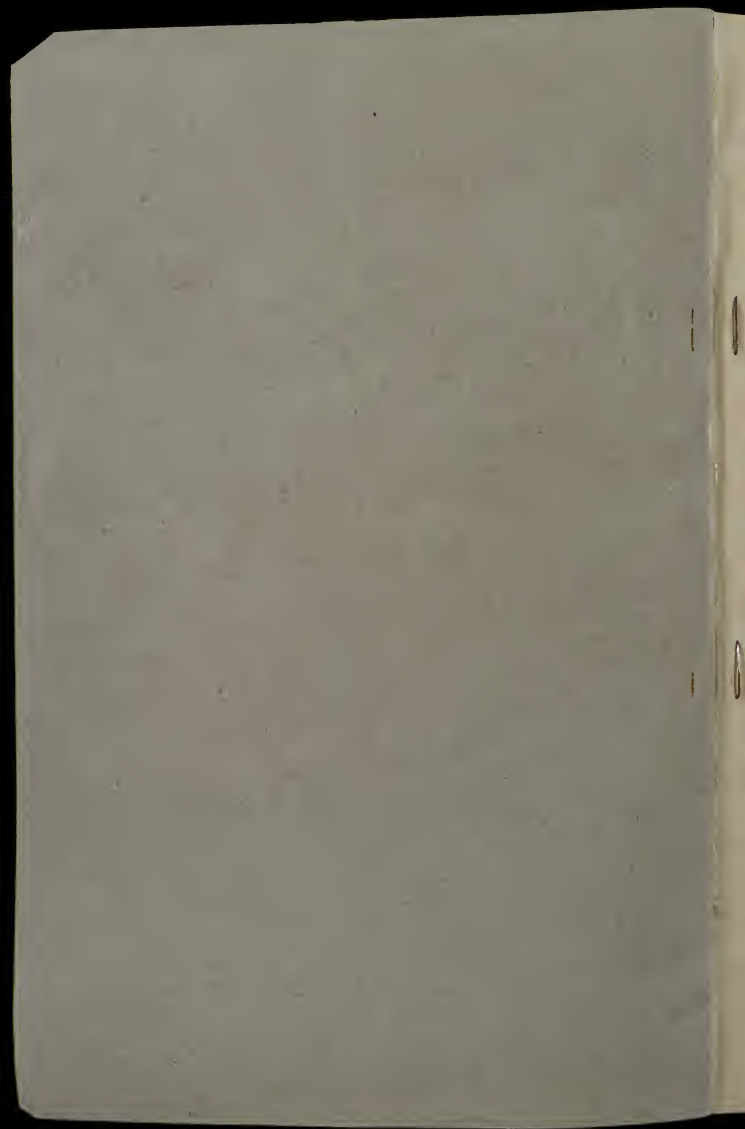
vs.

UNION PACIFIC RAILWAY COMPANY,
JOHN M. BYERS AND OTHERS,
Respondents.

T. M. MARQUETTE,
OF COUNSEL,

C. J. GREENE,
SOLICITOR FOR COMPLAINANT.

BILL IN EQUITY.



IN THE CIRCUIT COURT OF THE UNITED STATES,
IN AND FOR THE DISTRICT OF NEBRASKA.

THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
Complainant,

VERSUS.

THE UNION PACIFIC RAILWAY COMPANY, JOHN M. BYERS,
M. W. BURNHAM, NOAH S. CLARK, WALLACE V. DOOLITTLE,
ROBERT J. GENTLEMAN, WILLIAM HOLLANBACK, JOSEPH
HAY, ALBERT L. JOHNSON, JAMES R. JACKSON, THEO. C.
LIVINGSTON, PATRICK LYNCH, TIMOTHY MANAHAN, HARRY
MAXWELL, ROBERT J. McCONNELL, DOUG. S. PATTON,
MATT C. PARR, ZACH T. SPRIGG, JAMES SHIELDS, CHAS. E.
TAYLOR, M. L. VAN ARSDALE, MYRON L. WARE, NICHOLAS
WEEKS, ALEX. F. WILKINS, AND UNKNOWN DEFENDANTS,
Respondents.

*To the Judges of the Circuit Court of the United States
for the District of Nebraska.*

The Chicago, Burlington & Quincy Railroad Company a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, and a citizen of said State, brings this its bill against the Union Pacific Railway Company, a corporation duly organized and existing under and by virtue of the laws

of the United States, and John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentlemen, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Dug. S. Patton, Matt. C. Parr, Zack T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex F. Wilkins, all citizens and residents of the State of Nebraska, and thereupon your orator complains and says:

That it is a corporation, duly organized and existing under and by virtue of the laws of the State of Illinois, and a citizen of said State, doing business as a common carrier therein, and also in the States of Iowa, Missouri, Kansas, Nebraska, Colorado and Wyoming Territory.

That, in order to carry on its business, as such common carrier, it owns, controls and operates a great railway system covering an area of territory of nearly fifty thousand square miles, and extending through large portions of the States and territory aforesaid, comprising nearly six thousand miles of railroad, reaching a large number of the most important business and railway centers therein, prominent among which are the cities of Chicago, Peoria, Galesburg, Quincy, Aurora, Ottawa, Rockford, and East St Louis, in State of Illinois; Keokuk, Burlington, Davenport, Des Moines, and Council Bluffs, in the State of Iowa; St. Louis, Hannibal, Kansas City, St. Joseph, in Missouri; Atchison, Concordia, and Oberlin in the State of Kansas; Omaha,

Lincoln, Nebraska City, Grand Island, Hastings, Kearney and Beatrice in the State of Nebraska; Denver in the State of Colorado; and Cheyenne in the Territory of Wyoming.

That your orator's Railway System aforesaid connects with and intersects nearly all the great railroads and railway systems of the country, and especially with those centering at the cities and points above named.

That the said system is furnished, supplied and equipped in every detail to the highest standard; that in addition to its necessary right-of-way, tracks, terminal facilities, depots, and depot grounds, warehouses, freight houses, round houses, machine shops, it has as a part of its furnishment and equipment some eight hundred locomotive engines, twenty-eight thousand freight cars, four hundred and fifty passenger coaches, all of which property is a part of its said railway system, and is essential and necessary, and is used by it in the carrying on of its business as a common carrier.

That your orator's property aforesaid is represented by stocks and bonds to the amount of one hundred and fifty millions of dollars, which are distributed and owned by various holders throughout the United States, numbering in all about thirty thousand, having been purchased and held by them for some time past as an investment, and upon which they have during said time realized annually in interest and dividends from four to eight per cent.

That an annual tax, amounting to more than one million of dollars, has heretofore been levied and assessed

upon your orator's property aforesaid by the different authorities of the respective states in which it is situated, all of which your orator has promptly met and paid as the same became due and payable.

That your orator, by reason of the character and situation of its property aforesaid and through its careful and successful management has built up as such common carrier a vast business, consisting of freight and passenger traffic, both local and through, state and inter-state.

That its gross earnings have, for a long time past averaged about eighty thousand dollars per day, or approximately the sum of twenty-nine million dollars per year. That of this business about ninety per cent is Inter-state traffic, or passengers and freights carried from one state into or through another or other states, and furthermore, that a large part of the business aforesaid, is exchange business with the other railroads and railway systems it connects with and intersects, as hereinbefore stated.

That in order to carry on its business so as to successfully handle the same, your orator has been compelled to employ and maintain in its service nearly twenty-four thousand employes to all of whom it has paid fair and just wages and nearly all of whom, with their families depend upon such wages for their maintenance and support, having no other means of living.

That of the number so as aforesaid employed by your orator, about eight hundred of them are skilled locomotive engineers and are as a class thoroughly re-

liable and competent to perform their duties as such engineers to the satisfaction of your orator and with safety to the public.

That they are peaceable and law abiding citizens, most of them having families depending upon them for their support and maintenance, and are perfectly satisfied with their employment and with the wages paid by your orator to them for their services.

Your orator further shows that all of its property hereinbefore described is now and has been for many years considered one of the most valuable railroad properties in the country, and that its business aforesaid, for years past, has been one of the largest and steadiest and most profitable businesses, and its stocks and bonds have for years been quoted among the highest of any of the great railroad systems of the country. And that the value of this property aforesaid and the business of your orator aforesaid and the value of its stocks and bonds upon the market, as aforesaid, have been largely owing to and dependent upon the fact that your orator has been able to carry on and handle a large volume of Inter-state traffic, and to exchange traffic with other connecting and intersecting lines, as already stated.

And your orator further shows unto this Honorable Court, that among the great railway systems of the country with which it forms connections, and the lines with which it intersects at various places is that owned, operated and controlled by the Union Pacific Railway Company, a corporation duly organized and existing under the laws of the Congress of the United

States, and doing business upon its said system as a common carrier in the states of Iowa, Missouri, Kansas, Nebraska, Oregon, Colorado and in the Territories of Wyoming, Utah and Montana.

That said system comprises about five thousand miles of railroad, covering an area of territory of nearly five hundred thousand square miles, and does an annual business in freight and passenger traffic of about twenty-eight millions of dollars.

That it is fully furnished and equipped in all its details, owning and using in its operations, as a part of its equipment six hundred locomotive engines, twenty-five thousand freight cars, four hundred passenger coaches; that it employs in its service and pays therefor twenty-five thousand employes, most of whom depend upon their wages for the maintenance and support of themselves and families, that among these employes are about seven hundred locomotive engineers, who receive from the company for their services wages mutually agreed upon between them and the said company and perfectly satisfactory to both, and are furthermore subject to such terms and conditions, rules and government also agreed upon between them, and furthermore said locomotive engineers have no just ground of complaint against their employer, the Union Pacific Railway Company.

That a great portion of the territory so as aforesaid covered by the Union Pacific Railway Company's system depends entirely upon it for its connection with

the world at large, and that the social, commercial and industrial interest of this territory has been largely developed, fostered and sustained by its traffic and commerce with the rest of the world, through and by means of the agency of the railway system of the said Union Pacific Railway Company.

Your orator further shows that its railway system not only intersects at numerous points in its territory, the lines belonging to the Union Pacific Railway Company's system, but its lines of railroad between Kansas City and Chicago, and between Omaha and Council Bluffs and Chicago, form and constitute principal connections between Kansas City and Chicago, and Omaha and Council Bluffs and Chicago, for the receiving and forwarding to eastern points and connections the east bound traffic of the said Union Pacific Railway Company, and for the bringing from eastern points and connections to said Union Pacific Railway Company at said cities of Council Bluffs and Omaha and Kansas City, and delivering to the said Union Pacific Railway Company, the traffic consigned to points upon its system and its various connections in the west; that the volume of traffic so as aforesaid exchanged between your orator and the said Union Pacific Railway Company amounts to a very considerable part of the through traffic of said railway system.

And your orator further shows that especially at Kansas City and at Council Bluffs and Omaha and at Denver there is a constant and a large exchange of traf-

fic between the companies aforesaid, all of which has heretofore been done and without interruption and in the general and ordinary course of business.

Your orator further shows that the Union Pacific Railway Company disregarding its obligations as a common carrier, and in open and direct violation of the provisions of the Inter-state Commerce Law enacted by the Congress of the United States, has, during the past several days, neglected and refused and still doth neglect and refuse to exchange traffic with your orator, at the places aforesaid as well as at numerous other places where their lines intersect and connect with each other and has neglected and refused and still doth neglect and refuse to receive from your orator freight and traffic tendered by it in the ordinary course of its business as a common carrier to the said Union Pacific Railway Company, and hath neglected and refused and still doth neglect and refuse to handle the same or to forward the same to its destination whether to points in its territory or to other connecting lines.

That the agents and employes of said company at numerous and different places and particularly at Kansas City, at Denver, and at Omaha, have served notice upon your orator that it will not receive, handle forward or deliver any traffic or freight which may in the future be offered it by your orator for forwarding or delivery to destination; and that it will not afford to your orator any facilities whatever for the interchange of traffic between its lines and your orator's.

And furthermore that the said Union Pacific Railway Company, at all times aforesaid has afforded to all others of its connecting and intersecting lines all reasonable and proper facilities for the exchange of traffic between it and such other lines for receiving, forwarding and delivering the same to and from their several lines and others connecting therewith, thereby giving undue and unreasonable preferences and advantage to such other connecting and intersecting lines over your orator to its undue and unreasonable prejudice and disadvantage, all of which acts and doings and failures to act and do on the part of said Union Pacific Railway Company, are a gross violation of its duties as a common carrier and of its obligations and duties under the Inter-state Commerce Law, as hereinbefore stated:

Your orator further shows to this Honorable Court that there now exists and for a long time past has existed throughout the United States and particularly in the states and territories hereinbefore particularly named, a secret organization, known and called the Brotherhood of Locomotive Engineers, though whether said organization is a corporation organized and existing under the laws of any of the several states of the Union your orator not knowing, is unable to state.

That this organization is a secret one, transacting its business in secret sessions, at which none are allowed to be present, except the regular members thereof, all of whom are bound together by their own oaths, rules, laws, customs, and government, the precise nature and

character of which your orator, not knowing, is unable to state.

That said Brotherhood includes, practically, all the skilled locomotive engineers in active employment in the United States, and numbers more than twenty thousand, and to-day said Brotherhood through its organization, aforesaid, and through its members, practically controls and operates the locomotive power upon all the railroads and railway systems of the United States, except that of your orator and particularly the railroads and railway systems which your orator's lines connect with, and intersect, as herein shown. That the open and avowed purpose of this organization is to control the various railroads and railway systems of the United States and the traffic and commerce of the country thereupon handled so as to enable it to dictate the terms, conditions and rules which shall govern the employment of its members by any and all said railroad companies.

That the fact is that by reason of its so, as aforesaid, controlling all the skilled engineers of the United States, and by reason of its thorough and perfect organization it can without warning to the public and in a moment arrest the wheels of commerce upon all the railroads throughout the entire country and so cripple and paralyze all the social, commercial, industrial and political forces of the entire nation and thereby entail upon the people thereof an immeasurable and irreparable injury and destruction of property, rights and happiness.

Your orator further shows that the said organization includes among its most active and efficient members the entire body of the skilled engineers, numbering in all more than six hundred now in the employ of the Union Pacific Railway Company, and having absolute control, by reason of the facts herein stated, of the motive power thereof.

That the said members so as aforesaid in the employ of the Union Pacific Railway Company and the members of the said Brotherhood maintain at different places in the State of Nebraska, upon the line of the said Union Pacific Railway Company various lodges or sub-divisions of their order; that they have their regular places of meeting and discussing matters and things pertaining to their order, its business and purposes, though where these places are or at what points upon the line of the said railway company or what the names of these various different lodges or sub-divisions are your orator, not knowing, is unable to say.

Your orator further states that one P. M. Arthur, now temporarily at the city of Chicago, is the chief of the entire organization, having power and authority to represent it and to act for it in all matters of public concern, subject to such limitations and conditions as may be imposed by the secret constitution and laws.

Your orator further shows unto this Honorable Court that John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman,

William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt C. Parr, Zach T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, and Alex F. Wilkins, combining and confederating together and with divers other persons, as yet unknown to your orator, but who your orator shows are in the employ of the various railroads and railway systems of the United States except that of your orator, as skilled engineers, and who, with the defendants, hereinbefore particularly named, comprise the membership of the Brotherhood of Locomotive Engineers of the United States, as hereinbefore particularly described, and whose names, when discovered, your orator prays may be inserted herein as defendants and they made parties hereto with proper and apt words to charge them, how to injure and oppress your orator, have unlawfully and wickedly, by pre-concert and connivance combined, connived and conspired together to compel your orator to discharge more than eight hundred employes, now engaged in its service as locomotive engineers and compel it to employ in their places a like number of engineers, who shall be members of the Brotherhood, upon such terms and conditions as they shall prescribe to your orator, and to the end that the said defendants may accomplish their unlawful, unjust and wicked purposes aforesaid, by means of their unlawful, unjust and wicked combinations and

conspiracy, and pursuant thereto they and each of them, wherever they may be employed as locomotive engineers upon any railroad in the United States and particularly upon the lines of the defendant, the Union Pacific Railway Company, have refused and still continue to refuse to receive, handle, haul or deliver any traffic whatever originating at any point upon your orator's system or at any point beyond and passing over it to a destination upon any of the lines of road controlled as aforesaid by said Brotherhood and originating at any point without your orator's system and passing over any of the railroads as aforesaid controlled by said Brotherhood and destined to any point upon your orator's system, thereby and by means thereof absolutely destroying and annihilating a large volume of your orator's business and so injuring and depreciating the value of its property and of its stocks and bonds, thereby working immeasurable and irreparable injury and loss to your orator and to all persons interested in it.

And your orator further shows unto this court that the defendants hereinbefore particularly named and their confederates above generally described, not content with the grievance, damage and injury which they have already caused and are now causing to your orator, are now threatening, both as individuals and as members of the above referred to organization, to order and inaugurate at any time a general strike upon any or all of the various systems of railways in their power, or under their control, and particularly upon the line of the Union Pacific

Railway Company, of all the locomotive engineers thereon employed, for the further accomplishment and more effectual carrying out of the unjust, unlawful and malicious conspiracy to force your orator to discharge its employes above referred to and replace them with members of the Brotherhood of Locomotive Engineers.

That such purposes, if carried out, will cause even greater damage and injury to your orator, as well as to all persons directly interested in it, than it or they have already suffered, and are now suffering through this malicious and wrongful conspiracy, and that its effects will be most widespread and sweeping and involve the entire country in overwhelming distress and disaster, causing untold loss and damage, not only to the commerce of the country, but to all of the citizens thereof, and particularly and especially will it cause immeasurable and irreparable loss and injury and destruction to all of the great railway systems of the United States and to all of the industrial and commercial institutions closely allied to and dependent upon them for their prosperity and success.

And your orator further shows, that by reason of the premises hereinbefore stated and by reason of the situation and attitude of the said Brotherhood and by reason of the threats and declarations made by said Brotherhood, through its officers and representatives, and by the individual members thereof, to inaugurate and maintain the strike or strikes hereinbefore referred to, the entire country is in a state of feverish unrest, which of itself is having a depressing effect upon the

business and commerce of the country, and is working irreparable loss and injury to all callings and occupations, and especially and particularly to the business interest and property of your orator, and of all persons immediately interested in it.

Your orator further shows that in view of all such threats and threatenings, so as aforesaid made pursuant to the unlawful, unjust and wicked combination and conspiracy, and in furtherance thereof to order the strike or strikes hereinbefore referred to, made and sanctioned by the members of said Brotherhood and by their chief P. M. Arthur, and other officers and representatives at Chicago, Illinois, and at various other places in the country, such strike or strikes are liable at any moment to be precipitated upon the country, and particularly and especially upon the lines of the Union Pacific Railway Company, and will be so precipitated unless this Court shall grant an injunction, restraining these defendants, hereinbefore above particularly named, and all their confederates just referred to, from either as individuals or members of the Brotherhood of Locomotive Engineers, carrying into effect this unjust, unlawful and malicious conspiracy, to strike upon the lines of these great railway systems, and more particularly upon that of the Union Pacific Railway Company, in order to wrongfully, maliciously and unlawfully force your orator to discharge certain of its employes and replace them with members of this Brotherhood.

And your orator further shows that in order to accomplish the unjust, unlawful and wicked purposes so as aforesaid conceived, premeditated and agreed upon to be carried into effect, by such unlawful, unjust and wicked connivance and conspiracy, as hereinbefore described, and to compel your orator to discharge its locomotive engineers and employ in their places others, as hereinbefore particularly stated, by injury and destruction of your orator's business and property and by annihilating the inter-state and exchange traffic with the connecting and intersecting lines, hereinbefore described, and deprive your orator of the rights, privileges and advantages as a common carrier under the laws of the land, and prevent your orator from performing the duties and obligations as such, said defendants, John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert G. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug C. Patton, Matt C. Parr, Zack T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex. F. Wilkins, and the other defendants whose names to your orator are unknown, are all engineers in the employ of the Union Pacific Railway Company and members of the Brotherhood, as already shown, and, having, as already stated, control of the traffic upon the lines of the Union Pacific Railway Company, did at recent secret sessions of their Brotherhood, held in the State of Nebraska, for that

purpose, agree and resolve that they would, as individuals, and as members of said organization, refuse to receive, handle, haul or deliver any traffic whatever passing over any portion of the lines of the said Union Pacific Railway Company destined to or from any point upon your orator's system or passing over any part thereof, and fully conscious of the unlawful character of such resolutions and agreements, and of the acts and actions thus resolved upon and agreed to, and anticipating any and all efforts upon the part of the said Union Pacific Railway Company, its officers and agents, or your orator or any other interested person or party to compel them or either of them to receive, handle, haul and deliver traffic aforesaid or any part thereof, did then and there further resolve and agree that in the event that any interested person or party and more particularly your orator should invoke the aid of the courts of justice, having jurisdiction in the premises to require and compel them or either of them to receive, handle, haul or deliver the aforesaid traffic, or in the event that their employer, the said Union Pacific Railway Company, through its proper officers, should require and command them or either of them to receive, handle, haul or deliver the traffic aforesaid, or any portion thereof, or generally require them, or either of them, in that behalf to perform any and all duties, owing by them and each of them as employes of said company, they would, as individuals, and as members of the said Brotherhood, for the accomplishment of the unjust, unlawful and wicked combination, connivance and con-

spiracy, herinbefore described, and to more effectually carry out the same, strike and quit the employment and so absolutely arrest all business and traffic upon all the lines of the said company and that pursuant to such resolutions and agreements, so as aforesaid unlawfully unjustly and wickedly, entered into, as herein described, William Hollanback, one of the defendants herein and one of the said engineers in the employ of the said Union Pacific Railway Company, and one of the members of the said Brotherhood, did, on the 7th day of March, 1888, while engaged as such employe, running an engine between Grand Island and Omaha, absolutely refuse to perform his duties as such engineer, and to haul the train attached to his locomotive for the reason that it contained a car load of freight destined from a point upon one of the lines of your orator, to-wit, Ord, to Omaha, Nebraska. That said refusal upon the part of the said engineer was the act of the entire Brotherhood of the country, and particularly of the Brotherhood of the State of Nebraska, by virtue of the unlawful, unjust and wicked combination, connivance and conspiracy, hereinbefore particularly described, and pursuant to which unlawful, unjust and wicked purposes, he made such refusal.

Your orator further shows that all of these acts and refusals of the said defendants, each and all of them, as already shown, are working it great injury, injustice, damage, and destroying its business and its property to an amount impossible to estimate.

Your orator further shows that from the threats and menaces openly made and uttered by these defendants, herein particularly named and their confederates above generally referred to, and more particularly those members of the Brotherhood in the employ of the Union Pacific Railway Company along with these defendants, particularly named, a strike to-day of all the locomotive engineers upon the said railway system is imminent, and will be ordered and carried into effect by these defendants and their confederates as individuals and members of this organization whenever your orator shall, by legal measures and proceedings, seek to compel the defendant corporation, the Union Pacific Railway Company, to discharge its obligations and duties owing, as a common carrier, to the public and to your orator, and to compel the above named defendants in the employ of the said Union Pacific Railway Company, as aforesaid, to perform their duties to their employers, the public and your orator.

That the said organization or Brotherhood of Engineers, is insolvent, and that all the members thereof are insolvent, having no other means or property except such as is generally exempt under the exemption laws of the State of Nebraska, and of the several states in which they reside.

Wherefore, and by reason thereof, among others, your orator is without adequate remedy at law, and your orator further shows unto this Honorable Court that the matter in dispute herein exceeds exclusive of

interest and costs, the sum or value of two thousand dollars, (\$2,000), and that this is a suit arising under the constitution or laws of the United States.

To the end therefore that your orator may have that relief which it can only have in a court of equity, it prays such general relief in the premises as the nature and circumstance of this case may require and to this Honorable Court may seem meet, and may it please your Honors to grant unto your orator, not only a Writ of Injunction, issuing out of and under the Seal of this Honorable Court, to be directed unto the said defendant corporation, the Union Pacific Railway Company, restraining and enjoining it, as well as each and all directors, officers, agents, servants and employes, as well as all persons whatsoever acting under the authority, permission, direction or license of it or any of its directors, officers, agents, servants or employes, or with their assent or acquiescence, or with the assent or acquiescence of either of them, either expressed or implied, from refusing or denying unto your orator or any of its directors, officers, agents, servants or employes, all reasonable, proper, and equal facilities for the inter-change of traffic between the lines of your orator and those of the said Union Pacific Railway Company, and it and each and every of them aforesaid from refusing to receive, handle, haul and deliver any and all traffic of whatsoever nature or description, now or that may hereafter be in course of transportation over the various lines of the said Union Pacific Railway Company, destined to

or from any point upon your orator's lines of railroad, or that may be passing or may hereafter pass over the same between points without your orator's system; and restraining and enjoining it and each and every of them aforesaid from refusing to afford to your orator, its directors, officers, agents, servants and employes aforesaid, any and all facilities for the interchange of traffic between your orator's lines and the lines of the said Union Pacific Railway Company, commanded and prescribed by the various provisions of the Inter-state Commerce Law of the United States; and enjoining and restraining the said defendants, John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt C. Parr, Zach T. Sprigg, James Shields, Chas. E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex. F. Wilkins, and the other unknown defendants, whose various names are to be inserted herein as discovered, each and every of them, from striking, and quitting the service of the said Union Pacific Railway Company, and from doing any other act or thing, and from refusing to perform any other act, in carrying out their unjust, unlawful and wicked purposes, through their unlawful, unjust and wicked combination, connivance and conspiracy either as individuals or as members of the said Brotherhood of Engineers, to compel your orator to discharge its employes and hire others in their places, and by in-

juring and destroying its property and business.—but, also, a writ of subpoena, to be directed to the said Union Pacific Railway Co, and to the said John M Byers M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt C. Parr, Zach T. Sprigg, James Shields, Chas. E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex. F. Wilkins, and their unknown confederates, whose names, when discovered, are to be inserted herein, as defendants,—thereby commanding it and them and each of them, at a certain time and under a certain penalty therein to be limited, personally to appear before your Honors, in this Honorable Court, and then and there full and true, direct and perfect answer make, to all and singular the premises, your orator hereby waiving, under the rules of this Court, the necessity of the answer of such defendants being put in under the oaths of said defendants or the oath of either of them, and further to stand to, perform and abide such further order, direction, and decree therein as to this Honorable Court shall seem meet.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
By C. J. GREENE, *Solicitor*.
T. M. MARQUETTE, *of Counsel*.

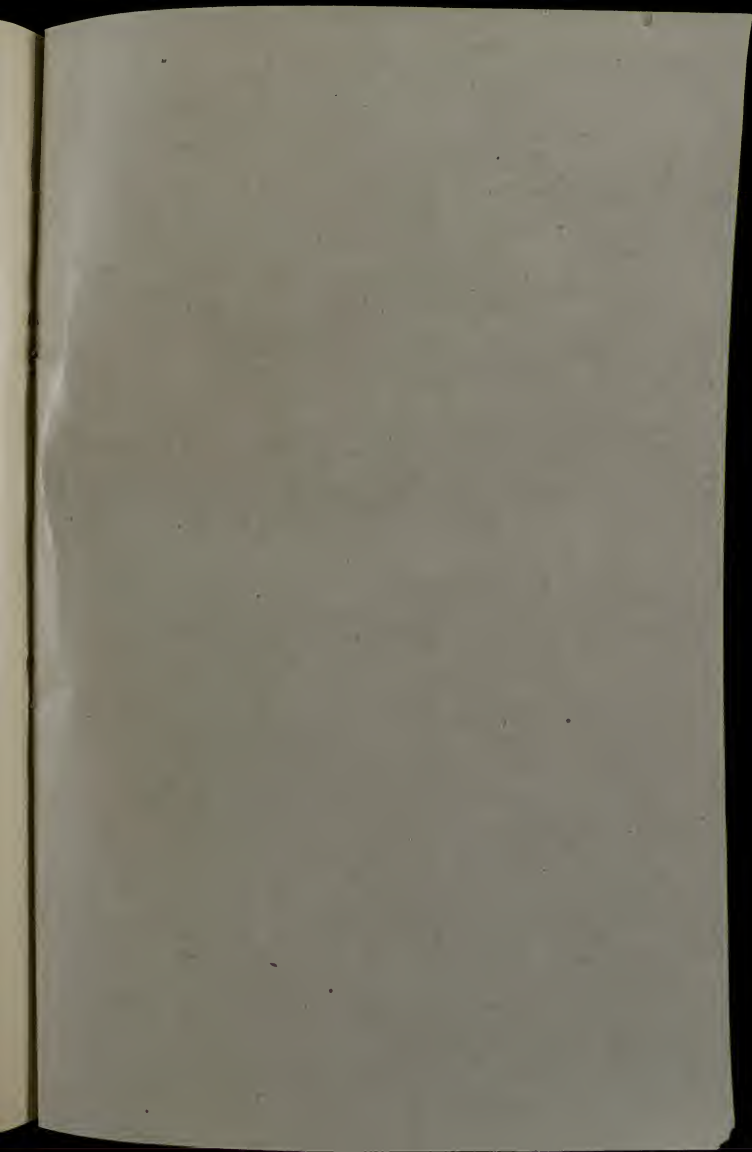
UNITED STATES OF AMERICA, }
STATE OF NEBRASKA, } ss.
COUNTY OF DOUGLAS. }

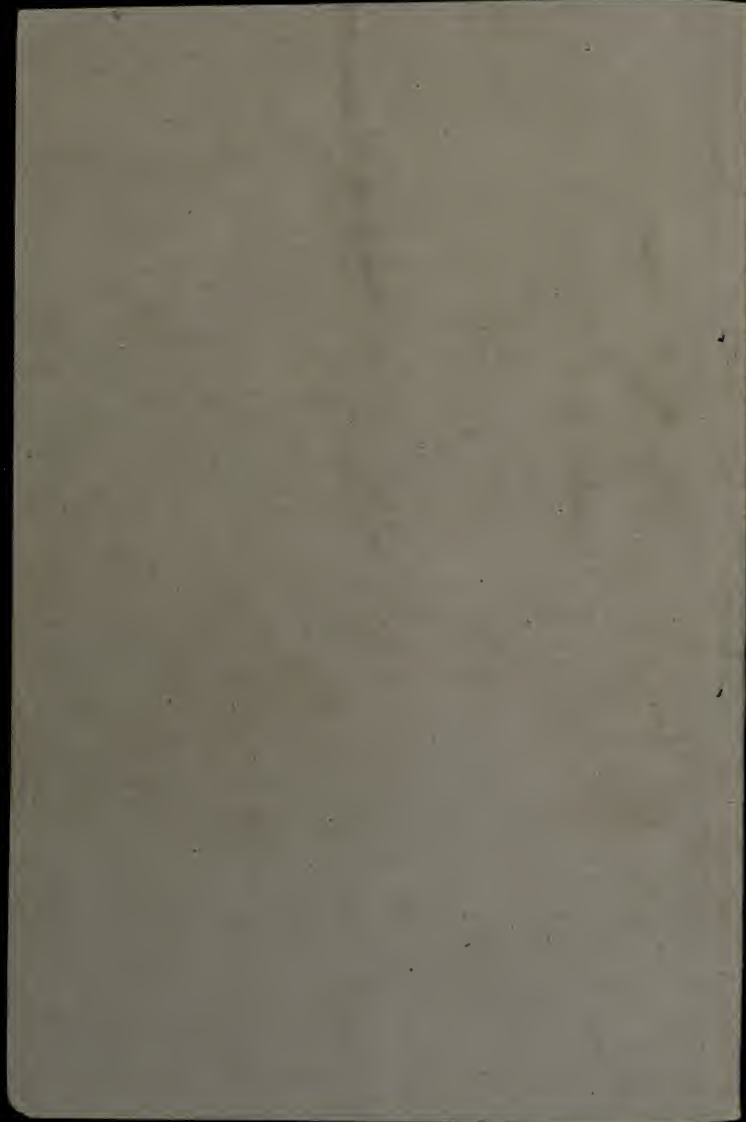
George W Holdrege being first duly sworn deposes and says that he is a general manager of the Chicago, Burlington & Quincy Railroad Company, the Plaintiff herein—that he has read the contents of this bill and is familiar therewith and says that the facts and allegations therein are true and correct.

G. W. HOLDREGE.

Subscribed in my presence and sworn to before me this 8th day of March, 1888.





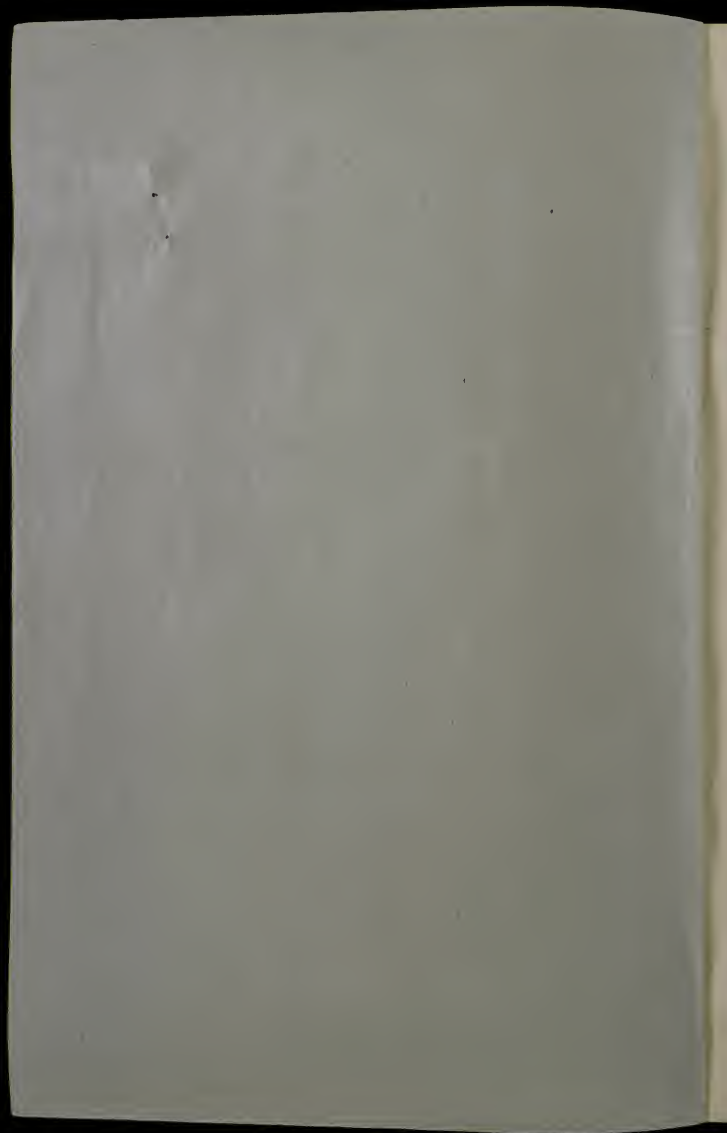


IN THE
United States Circuit Court,
EASTERN DISTRICT OF MISSOURI.

ST. LOUIS, KEOKUK AND NORTH- WESTERN RAILROAD COMPANY, <i>Complainant,</i>	} <i>In Equity.</i>
<i>vs.</i>	
WABASH WESTERN RAILWAY COM- PANY, <i>Defendant.</i>	

BILL OF COMPLAINT.

Nixon-Jones Printing Co., 210 and 212 Pine Street, St. Louis.



UNITED STATES OF AMERICA }
EASTERN DISTRICT OF MISSOURI } ss.

IN THE
Circuit Court of the United States,
FOR THE SAID EASTERN DISTRICT OF MISSOURI.

THE ST. LOUIS, KEOKUK & NORTH- WESTERN RAILROAD COMPANY, <i>Complainant,</i>	}	<i>In Equity.</i>
<i>vs.</i>		
THE WABASH WESTERN RAILWAY COMPANY, <i>Defendant.</i>	}	<i>No.</i>

*To the Honorable, the Judges of the Circuit Court of the
United States for the Eastern District of Missouri:—*

The complainant, the St. Louis, Keokuk & Northwestern Railroad Company, a citizen of the State of Iowa, brings this its bill against the Wabash Western Railway Company, a citizen of the State of Missouri; and thereupon your orator complains and says:—

That it is a railroad corporation duly organized and exist-

ing under the laws of the State of Iowa, having its principal office and chief place of business at the City of Keokuk, in the said State of Iowa, and a citizen of said State; and the said defendant is a railroad corporation duly organized and existing under the laws of the State of Missouri, having its chief office and principal place of business in the City of St. Louis, in said State, to wit, in the said Eastern District of Missouri, and is a citizen of the State of Missouri.

That your orator is the owner and in possession of and operating a line of railroad in the States of Iowa and of Missouri, to wit, from said city of Keokuk in Iowa to St. Peters in St. Charles County, Missouri, a distance of about 135 miles; and under a lease from the Keokuk & Northwestern Railroad Company your orator is also in possession of and operates a line of railroad from Keokuk northward to Mount Pleasant, Iowa, a distance of 50 miles; the entire railroad so actually in possession of and operated by your orator extends over a distance of 185 miles and runs through a populous and prosperous territory, from which, as well as through and by means of the connections of your orator's railroad hereinafter mentioned, a large and profitable freight and passenger business has been and is afforded to your orator and is carried on by it to the great benefit and advantage of the public;

That at its said northern terminus at Mount Pleasant, Iowa, the said line of railroad of your orator connects with the main line of the Chicago, Burlington & Quincy Railroad, one of the most extensive and important railway systems of the United States, which consists, including its auxiliary and leased lines, of more than 5,000 miles of railway, extending into the States of Illinois, Iowa, Nebraska, Missouri, Kansas and Colorado;

That at Donelson, in Lee County, Iowa, your orator's said railroad connects with the Chicago, Burlington & Kansas City Railway extending from Burlington, Iowa, to Carrollton, Missouri, a distance of 220 miles; at Keokuk,

Iowa, your orator's said line connects with the Keokuk branch of the said Chicago, Burlington & Quincy Railroad, and by means thereof connects at Burlington, Iowa, by traffic arrangement with the Burlington, Cedar Rapids & Northern Railway, another important and independent system of about 1,000 miles in length, by means of which connection last mentioned your orator with the business of its railroad reaches to the cities of Minneapolis and St. Paul;

That at said city of Keokuk your orator's line of railroad also connects with the Keokuk & Western Railway and with the Toledo, Peoria & Western Railway and with the Chicago, Rock Island & Pacific Railway, the said last mentioned connection also enabling your orator to do business over a very large extent of territory not reached by other lines;

That south of the said City of Keokuk your orator's railroad connects at West Quincy, in the State of Missouri, with the Quincy, Missouri & Pacific Railroad and by traffic arrangement with the Quincy Bridge Company, your orator operates its said railroad to and into the City of Quincy in the State of Illinois, at which point it connects with the extensive system of railroads centering at said City of Quincy;

That at the City of Hannibal, Missouri, your orator's said railroad connects with the Hannibal & St. Joseph Railroad and with the Missouri, Kansas & Texas Railroad and the railway systems connecting with them respectively; and at the City of Louisiana, Missouri, with the Chicago & Alton Railway system;

That at its said southern terminus at St. Peters, near Dardenne, St. Charles county, Missouri, your orator's railroad intersects and is connected with the main line of railroad belonging to and operated by the Wabash Western Railway Company, defendant, by means whereof, and of the traffic arrangement hereinafter mentioned your orator has been enabled to reach the City of St. Louis and to make a direct and profitable railroad connection and interchange

business with the vast system of railroads having termini in that city.

Your orator's line of railroad is thoroughly and efficiently provided with motive power and equipment to carry all passengers, mails, express matter and freight which may be tendered it for carriage, and your orator, as it is in duty bound to do, holds itself out to the public as a common carrier for hire of persons and property and not only has been and is engaged in carrying the same between stations on its said line of railroad in the State of Missouri and in the State of Iowa but is also largely engaged in commerce as well between the said States of Missouri and Iowa, in both of which its line of railroad is situated, as in carrying on its road passengers and freight in through cars which make continuous passage from points in the State of Minnesota on the north to the city of New Orleans on the south.

And your orator states that by reason of its low grades and the good and substantial character of its road-bed and the excellence of its equipment and because of its numerous and valuable connections and facilities for through traffic aforesaid, your orator not only commands and is able to transact and does transact a large and profitable business, both freight and passenger, between stations on its own line of railroad aforesaid, but also does a large amount of through business of all kinds between many points in the States of Iowa, Illinois and Minnesota and the City of St. Louis and points beyond said city to the south and southwest thereof.

And as such common carrier, so engaged largely and constantly in domestic and interstate commerce, your orator owes all the duties and obligations and as trustee for each and all of its customers is entitled to all the rights, facilities and interchanges which each and every one of the railroads connecting with it are by law required to afford to all connecting carriers by rail engaged in interstate commerce without hindrance, partiality or discrimination.

That the defendant, the Wabash Western Railway Com-

pany, is a railroad corporation duly organized and existing under the laws of the State of Missouri, and a citizen of said State, and is the owner of a line of railroad, consisting of a main line from said city of St. Louis to Kansas City in said State, with branches from Moberly, Missouri, to Ottumwa in Iowa, and from Brunswick, Missouri, to Pattonsburg, Missouri, possessed and operated by said defendant; and said defendant ever since its organization has been and still is holding itself out to the public as a common carrier for hire of persons and property over its said railroad, and as such common carrier is now and has been constantly and is to a large extent engaged not only in traffic originating and terminating in said State of Missouri but also to a large and remunerative extent is constantly receiving, transporting and delivering passengers and freight between said City of St. Louis and other places in Missouri and many places in the States of Iowa, Nebraska and Kansas; and as such common carrier of passengers and freight for hire the said defendant corporation is under all the obligations, duties and limitations imposed upon railroad corporations as well by the common law and by the Constitution and statutes of the State of Missouri as by the Act of Congress approved February 4, 1887, commonly known as the Interstate Commerce Act.

Your orator further states that while the southern terminus of the said railroad owned by complainant is at St. Peters, Missouri, as aforesaid, yet the actual southern terminus of said road for all business purposes is and since about the year 1880 has been at and within the City of St. Louis, Missouri.

Before February 4th, 1879, said railroad now owned by complainant was completed only to Clarksville, Missouri. On that date the St. Louis, Keokuk & Northwestern Railway Company, then owning said railroad, made a certain contract in writing with the St. Louis, Kansas City & Northern Railway Company then owning and operating the said railroad now owned by the defendant the Wabash

Western Railway Company, of which contract a copy is to this bill annexed marked Exhibit A, to which complainant prays leave to refer, for the contents thereof.

During the years 1879 and 1880, said St. Louis, Keokuk and Northwestern Railway Company fulfilled its purpose expressed in said contract by completing said railroad from Clarksville, Missouri, to a connection with the railway of said St. Louis, Kansas City and Northern Railway Company at St. Peters, near Dardenne, Missouri, and a joint line was formed by and between said parties as contemplated and set forth in said agreement; and ever since the completion of said railroad to St. Peters such joint line has been operated to and from the city of St. Louis in accordance with the terms of said agreement of February 4th, 1879, to wit, over said railroad from St. Louis to St. Peters belonging to said defendant and thence over the railroad of complainant to Keokuk, Iowa, for the business of transporting passengers, freight, mail and express matter until the 29th day of February, 1888, and the happening of the illegal and wrongful acts of defendant hereinafter mentioned, except that the compensation received by the defendant and its said predecessor for services by them respectively rendered has been modified as follows, to wit:—

Prior to June 14th, 1887, certain mortgages upon said railroad of defendant had been foreclosed and said railroad had come into the possession of the defendant and thereupon said St. Louis, Keokuk & Northwestern Railway Company, predecessor of complainant, was notified that the defendant did not consider itself bound by the terms of said agreement of February 4th, 1879; and thereafter a supplemental agreement was made, to wit, on and under date of June 14th, 1887, by the defendant with said St. Louis, Keokuk & Northwestern Railway Company in relation to the joint line aforesaid and the business thereof to be done over said railroads, of which supplemental agreement a copy is to this bill annexed marked Exhibit B,

to which complainant prays leave to refer for the contents thereof.

Your orator further states that ever since June 14th, 1887, the date of said supplemental agreement, until the 29th of February, 1888, all passenger and freight traffic to and from St. Louis, which has been carried on over the road now owned by complainant, has been conducted in accordance with the provisions of said agreement of February 4th, 1879, as modified by said supplemental agreement of June 14th, 1887, said defendant furnishing the facilities and motive power called for thereby, and complainant in the conduct of said business relying upon the same.

Your orator further states that without reference to any provision contained in either of said agreements above mentioned, it was and is under the Constitution and the Statutes of the State of Missouri, the right of your orator with its road to intersect and connect with defendant's said railroad, to wit at St. Peters aforesaid, and it was and is the duty of said defendant to receive and transport your orator's passengers, tonnage and cars loaded or empty without delay or discrimination, to wit, on defendant's said railroad between St. Peters and St. Louis; and under the provisions of the said Interstate Commerce Act it was and is the duty of the defendant, which is a common carrier subject to the provisions of said Act, not to subject your orator, or any description of traffic by it carried on, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever, but according to its powers to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines and for the receiving, forwarding and delivering passengers and property to and from their several lines and others connecting therewith, and not to prevent by any means or device whatsoever the carriage of freights transported or to be transported upon the said railroad of your orator between points in the State of Missouri and other States from being continuous from the place of shipment to the place of destina-

tion, and to that end not to make or require your orator to make any break of bulk, stoppage or interruption of or in respect of any such traffic, to wit, in the transportation of freights over the said railroad of your orator and the said railroad of defendant as a connecting line of railroad.

But your orator states that said defendant corporation, regardless of its duties and obligations aforesaid in that behalf did on the 29th day of February, 1888 and on divers days since that date neglect and refuse and still doth neglect and refuse to fulfil the same, to the great and irreparable injury of your orator, without legal excuse therefor, that is to say;

Said defendant hath refused and still refuses although thereunto by your orator requested to form a joint line of railway with your orator from St. Louis, Missouri, to Keokuk, Iowa, for passenger, freight, mail and express business as contemplated by said agreements above mentioned; and hath refused and still doth refuse to furnish to your orator depot and terminal facilities at St. Louis, for such joint line and business as contemplated by said contracts, or the motive power necessary to haul all or any trains of such joint line business between St. Louis and the said junction of your orator's railroad with defendant's railroad near Dardenne, Missouri, or as in and by said agreements contemplated to give the business of such joint line the same care, attention or facilities which the defendant gives to its own business;

And the said defendant since said 29th day of February, 1888, also in that behalf disregarding and violating its duties and obligations aforesaid as well under the constitution and statutes of the State of Missouri, as under the provisions of said Interstate Commerce Act, although thereunto by your orator requested, hath neglected and refused and still doth refuse to receive and transport on its said railroad between St. Peters and St. Louis without delay or discrimination your orator's passengers, tonnage, or cars, and hath wilfully and constantly subjected your orator and the traffic by it carried on, including through traffic and

freights consigned and billed over your orator's railroad between points in the State of Missonri and points in the State of Iowa and other States, to an undue and unreasonable prejudice and disadvantage as hereinafter stated, and hath ever since February 29, 1888, failed, neglected and refused to afford reasonable, proper or equal facilities for the interchange of traffic between their respective lines of railroad, and for the receiving, forwarding and delivering passengers and property to and from their several lines and others connecting therewith, and by certain means and devices hereinafter mentioned, hath ever since said day prevented, and is now preventing from being continuous the carriage from the place of shipment to the place of destination thereof, of freights shipped upon the railroad of your orator or delivered for shipment thereon to your orator's agents by the owners thereof, and intended to be transported upon your orator's railroad between points in the State of Missonri and other States, and hath, also, ever since said date, made and required your orator to make break of bulk, stoppage and interruption of traffic such as aforesaid, to wit, in the transportation of freights over your orator's said railroad and the said railroad of defendant and railroads connecting therewith as aforesaid.

Your orator farther states that defendant's said railroad besides its connection with the railroad of your orator at St. Peters above mentioned is intersected by and connected with other railroads belonging to other railroad corporations doing business in this State among which is the St. Louis & Hannibal Railroad Company whose line of railroad is parallel with the road of your orator and which company is a rival and competing corporation with your orator for all business in Hannibal and at all points between Hannibal and St. Peters, and which also does a through business between Hannibal and St. Louis by means of the facilities afforded by the defendant's line of railroad from St. Louis to St. Peters. Said company is also by means of its connections at Hannibal and St. Louis engaged in inter-state commerce,

that is in the transportation of through freights, originating in the State of Missouri and destined to points in the States of Illinois and Iowa and elsewhere.

And your orator states that before and ever since February 29, 1888 the defendant has constantly afforded and is now affording the said St. Louis & Hannibal Railroad Company facilities for the interchange of traffic both domestic and inter-state between their respective lines of railroad and for the receiving, forwarding and delivering passengers and property to and from their several lines or others connecting therewith, to wit by hauling on said defendant's railroad the passengers, tonnage and loaded and empty cars of said St. Louis & Hannibal Railroad Company, in transacting both State and inter-state business, although refusing so to do for your orator; by reason whereof said defendant has enabled and is enabling said St. Louis & Hannibal Railroad, in competition with your orator, to divert and said last mentioned railroad is in fact diverting from your orator's line of railroad a large and profitable business which your orator would otherwise receive, and said defendant is thereby subjecting your orator in respect to the traffic now carried on, including through traffic or interstate commerce such as aforesaid, to an undue and unreasonable prejudice and disadvantage, contrary to the provisions of said Interstate Commerce Law.

Your orator further states that said defendant, in violation of its said duty under said Interstate Commerce Act hath also since February 29, 1888, refused and still refuses, although thereunto by your orator requested, to receive and transport on its said railroad from St. Peters to St. Louis, railroad cars, either loaded or unloaded, transported by your orator over its railroad to the point of connection of said railroad tracks at St. Peters and tendered by your orator to said defendant for transportation to St. Louis in the ordinary course of business, many of which loaded cars contain freight from points without the State of Missouri destined for St. Louis. And defendant hath also refused and

still refuses, although thereunto by your orator requested, to deliver to your orator's agents at said point of connection of said railroads at St. Peters for transportation by your orator on its railroad, cars consigned from St. Louis to points on and beyond your orator's railroad in the States of Missouri, Iowa and Illinois which cars were consigned from St. Louis on through bills of lading issued by your orator to the points aforesaid over your orator's railroad and had been transported by defendant from St. Louis to St. Peters as part of such through shipment, and way billed by defendant, on its own way bills, as through freight.

Said defendant, instead of receiving and transporting upon its railroad the cars so tendered to it by your orator as aforesaid without breaking bulk, and instead of delivering to your orator, without breaking bulk, the said cars so consigned over your orator's railroad as aforesaid, hath required and compelled and doth still compel and require your orator to unload such cars and to transfer the freights therein contained to other cars for transportation over defendant's railroad to St. Louis or for transportation over your orator's railroad as the case may be. By means whereof said defendant hath prevented and is now preventing the carriage of said freights from being continuous from the place of shipment to the place of destination and hath compelled your orator to break bulk in respect of through freight such as aforesaid, including freight consigned to and from the City of St. Louis, Missouri, from or to points in other States, and hath interrupted the said through traffic of your orator to its great damage and has thereby unduly and unreasonably subjected your orator and its through traffic aforesaid to disadvantage, delay and discrimination, in violation of the statutes of Missouri and of said Interstate Commerce Act.

And your orator further states that the defendant has not only refused to receive and deliver and transport cars and to interchange business with your orator as aforesaid, but has

notified your orator that it will continue so to do and will continue to so refuse to receive, deliver and transport cars loaded and unloaded, or to interchange business as aforesaid, and will require any and all freight, interchanged between the said roads of your orator and of defendant, to be unloaded and reloaded at St. Peters, as hereinbefore stated.

Your orator further states that the defendant thus discriminates against and refuses to interchange traffic with no railroad corporation in the State of Missouri except your orator and the Chicago, Burlington & Quincy Railroad Company and railroad corporations allied with said company; that such discrimination and refusal, so far as your orator is concerned, is not based upon any circumstances or conditions peculiar to any particular shipment or car so refused to be received or delivered or transported, nor upon any alleged default by your orator in the performance of any of its obligations, nor upon any alleged or actual inability of the defendant to fulfill its own obligations in that behalf above mentioned by reason of any lack of motive power, or of cars, or of employees competent to perform such duties; the fact being as your orator avers that said defendant has now in daily and constant use a large number of engines and cars manned by competent engineers, firemen and crews who could properly perform the defendant's duties aforesaid in respect of your orator and its traffic aforesaid.

Your orator further states that the only reason which has been given by defendant, its officers or agents, to your orator for defendant's said refusal to fulfill its obligations aforesaid to your orator, has been that defendant's engineers have refused to handle or move any of your orator's cars between St. Peters and St. Louis.

Your orator further states, upon information and belief, that the said engineers of defendant above referred to, but whose names are to your orator unknown, are members of a society or organization commonly known as the Brotherhood of Locomotive Engineers; that the members of said

society being thereunto instigated by and acting through certain committees or officers thereof, whose names are to your orator unknown, have conspired and confederated together to prevent the handling or hanling on defendant's said railroad of any cars, freight or passenger, loaded or unloaded, coming from or going to your orator's road, in the usual course of its business aforesaid; that such conspiracy and combination have been entered into for the express purpose of establishing a so-called boycott against your orator and its business, that is to say, for the purpose of preventing your orator from carrying on, without interruption, its through traffic aforesaid or any traffic over your orator's said road, unless and until the Chicago, Burlington & Quincy Railroad Company above mentioned shall accede to certain demands which, as your orator is informed and believes, have been made upon said last mentioned company by certain other persons who are also members of said Brotherhood of Locomotive Engineers.

Your orator states that it has no control over said Chicago, Burlington & Quincy Railroad Company nor any concern with any controversy between said company and said Brotherhood of Locomotive Engineers or any member or members thereof; that whatever may be the merits of any such controversy, it furnishes and can furnish no lawful reason or excuse for the refusal of defendant to fulfill its obligations aforesaid or for the refusal of defendant's employees or any of them to fulfill their duties as such, or for their alleged refusal to permit the defendant to fulfill its public duties as a common earrier and its obligations aforesaid to your orator; that said employees of defendant have uot nor have they even alleged any cause of complaint against your orator on their own part, nor have they nor any of them any contract or other relation with your orator, nor any relation whatsoever to your orator's traffic or business aforesaid except such as may arise by reason of their contract relation with the defendant corporation as employees thereof, in which capacity it is their duty as well by their

own contract as under the requirements of law to enable and assist the said defendant to fulfill its own corporate obligations as a common carrier to the public and to your orator.

And your orator avers that such conspiracy, combination or confederation by or between defendant's said employees, and all acts and omissions in pursuance thereof are illegal and wrongful acts, in violation as well of the laws of the State of Missouri as of the laws of the United States in that behalf, and against which, and the injury and damage resulting therefrom, your orator is entitled to relief in a court of equity.

Your orator further states that by reason of the premises and as the direct consequence of defendant's said wrongful acts and refusal to fulfil its said duties, your orator has sustained and is daily sustaining great pecuniary loss and damage, for which no adequate remedy exists at law.

A large proportion of the business both State and interstate for which the road of your orator furnishes the most direct and convenient route and which would in the ordinary course of said business, be transported over its line, is being diverted to rival and competitive lines of railroad. Your orator's said railroad is parallel with and for its entire length is practically contiguous to the Mississippi River, and in its freight business between Keokuk and St. Louis and all intermediate points it must meet direct river competition. Navigation upon said river is now opening and shipping arrangements for the season are being made and a continuance of the present wrongful and illegal acts on the part of defendant will inevitably result in continued and increasing and irreparable damage to complainant and its business by reason of a large proportion of its freight traffic being, for the entire season, diverted to river lines of transportation.

Your orator further states that the exchange of traffic between this road and that of the defendant has been not only large and constant, but in the natural course of trade is composed of a very large number of separate

shipments made at different stations on your orator's road and elsewhere of many different kinds of property owned and shipped by many consignors to many different consignees at large numbers of different stations;

That, by reason of the delays and damage to goods, on account of the unloading and reloading of cars, and the transfer of all freight as required by the wrongful acts and conduct of defendant as aforesaid, the numerous consignors and consignees who are interested in freight shipments, will have a several and valid right of action at law against your orator to recover the loss and damages by them respectively sustained.

And your orator states, that in view of said facts it would be grossly inequitable and oppressive, and create a multiplicity of suits, if each separate shipper whose consignment has been heretofore or should be hereafter refused carriage by defendant or delivery to your orator should be forced to bring his separate action for damages or relief.

And your orator further charges that as trustee for the divers owners of property in transit which has been tendered to your orator and carried by it as either domestic or interstate commerce to St. Peters, and by it tendered to defendant as aforesaid, as well as that illegally retained by defendant and refused by it to be delivered to your orator at St. Peters as aforesaid, and also for the reason that your orator has a property right in the accruing revenue and good will of the long continued and prosperous business of the carriage of domestic and interstate commerce, which it has hitherto built up mainly upon its ability to serve its shippers with as prompt, reasonable and unobstructive carriage of freight as any other road, it has no adequate remedy at law for the actual and threatened wrongs and illegal conduct of defendant, or to protect its business, both domestic or interstate, but it is only relievable in this court, sitting as a court of equity, where such matters are properly cognizable and relievable and especially, as your orator shows,

that the matter in dispute exceeds, exclusive of costs, the sum of two thousand dollars, and that this suit arises under the constitution and laws of the United States, and your orator has been illegally deprived by the defendant and its employees of a right which is given to your orator by said laws.

To the end therefore that your orator may have that relief which it can only have in a court of equity, it prays such general relief in the premises as the nature and the circumstances of the case requires, and as to the court shall seem meet; and for a writ of injunction to be issued out of this Honorable Court, to be directed unto the said defendant corporation and to its said unknown engineers and their said confederates, whose names, when discovered, are to be inserted herein as defendants, restraining and enjoining them and each and all the officers, directors, agents, servants and employees of said defendant, as well as all persons acting under the authority, direction or permission of said defendant, or of any of its officers, directors, agents or servants or with their assent or acquiescence, or with the assent or acquiescence of any of them, express or implied, from refusing or denying unto your orator or any of its agents, servants or employees all or any reasonable, proper and equal facilities for the interchange of traffic between your orator's said railroad and that of said defendant; and enjoining and restraining it and each and every of them aforesaid from refusing to receive, handle, and promptly haul, transport and deliver without delay or discrimination, all or any passengers, tonnage or cars, loaded or empty, now or that may hereafter be in course of transportation over said defendant's railroad or that may be passing or may hereafter pass over your orator's railroad destined to or from points beyond the same; and restraining and enjoining it and each and every of them, from subjecting your orator or any description of traffic, by it carried on, to any undue or unreasonable prejudice or disadvantage in any re-

spect whatever, and from preventing, by any means or device whatever, the carriage of freights transported or to be transported over defendant's said railroad and upon the said railroad of your orator between points in the State of Missouri and other States, from being continuous from the place of shipment to the place of destination without any break of bulk, stoppage or interruption of or in respect of any such traffic or freights; and restraining and enjoining said defendant, its officers, agents, servants and employees from refusing to carry on with your orator a joint line between said St. Peters and St. Louis in the manner and upon the terms hereinbefore stated, or from refusing to furnish them all terminal facilities at St. Louis for such joint line business, also all motive power to haul all trains of said business, or from refusing to haul all or any trains of such joint line business between St. Louis and St. Peters aforesaid, to wit in the manner and upon the terms heretofore agreed upon and carried out between your orator and the defendant as aforesaid, or from refusing to give to the business of such joint line the same care, attention and facilities which defendant gives to its own business.

And your orator prays that a temporary restraining order be forthwith issued of the nature aforesaid, to stand to the hearing of this cause, the same to be then made perpetual, and also a writ or writs of subpœna to be directed to said Wabash Western Railway Company, and their said unknown engineers, and their confederates aforesaid, whose names when discovered are to be inserted herein as defendants, directing and commanding it and them and each of them by a certain day and under a certain penalty therein to be limited to appear before your honors in this Honorable Court, and then and there full, true and direct answer to make to all and singular the premises, but not upon oath, an answer under oath being hereby expressly waived, and to further stand to and perform and abide by such further

orders, directions and decrees as to this Honorable Court shall seem meet and to which your orator shall in justice and equity be entitled.

And your orator, etc.

Solicitors and of counsel.

UNITED STATES OF AMERICA, } ss.
EASTERN DISTRICT OF MISSOURI, }

At the City of St. Louis, in the Eastern District of Missouri aforesaid on this day of March, A. D. 1888, personally appeared Charles M. Levey, who being first duly sworn on oath deposes and says that he is the Superintendent of the St. Louis, Keokuk & Northwestern Railroad Company, the complainant in the foregoing bill; that affiant has read the said foregoing bill of complaint and knows the contents thereof; that the said bill is true of his own knowledge except as to those matters which are therein stated to be on information and belief and as to those matters affiant believes it to be true.

Subscribed and sworn to at said city of St. Louis in the State of Missouri the day and year aforesaid, before me the undersigned, a notary public within and for said city and State, duly commissioned, qualified and acting for a term of office which will expire on the day of A. D. 18 . Witness my hand and official seal as such notary public the day and year in this certificate first above mentioned.

*Notary Public within and for the
City of St. Louis and State
of Missouri*

EXHIBIT A.

AGREEMENT made this 4th day of February, A. D. 1879, between the St. Louis, Kansas City and Northern Railway Company, of the first part, and the St. Louis, Keokuk & Northwestern Railway Company, of second part,

WITNESSETH :

THAT, WHEREAS, the said second party hereto desires to complete its line of railway from Clarksville, Mo., to a connection with the railway of the first party hereto at or near Dardenne, north of the bridge at Dardenne, aforesaid, and form a joint line between the parties hereto from St. Louis over the railroad of the first party to the proposed connection aforesaid, and from thence over the railroad of said second party to Keokuk, Iowa, for the business of transporting passengers, freight, mail and express, upon terms mutually advantageous to both companies, parties hereto ;

Now, in consideration of the premises, and the undertaking on the part of the second party to construct and complete its road, and make such connection, and provide necessary facilities for such joint business at said connection, and of the sum of one dollar paid by the second party to the first party, the receipt whereof is hereby acknowledged, the first party hereto agrees with said second party to form such joint line of railway from St. Louis, Mo., to Keokuk, Iowa, for passenger, freight, mail and express business, to commence as soon as said second party shall complete its track from Clarksville to the connection aforesaid, and continue fifty years, upon the terms and conditions herein mentioned.

1st. The party of the first part agree to furnish all depot and terminal facilities at St. Louis for such joint line and business, also all motive power to haul all trains of such joint line business between St. Louis and the junction afore-

said, at or near Dardenne, pay all bridge tolls over the St. Charles bridge upon the trains and business of such joint line, and give the business of such joint line the same care, attention and facilities it gives its own business.

2nd. It is mutually agreed between the parties hereto, that, for the said services, facilities, motive power and bridge tolls aforesaid, including station work at St. Louis for said joint line, the said first party shall receive thirty-five one-hundredths (35-100) of all the earnings of said joint line; and the second party shall receive sixty-five-one-hundredths (65-100) thereof. All the earnings of said joint line is understood by the parties to this agreement, to mean all earnings received from carrying freight or passengers, and earnings from all other sources, from any point on either company's road to any point on the other company's road; the road of the first party being from St. Louis to Dardenne; and the road of the second party being from Dardenne to Keokuk.

3d. It is mutually understood and agreed, that, as far as practicable, and the interests of the respective parties will permit, time cards will be so arranged that the trains of the second party may be hauled to and from St. Louis with the trains of the first party; but when not practicable or most advantageous to both parties to do so, said first party shall furnish motive power, and haul the trains of said second party on the time of said second party, or when they arrive without delay.

4th. The second party agrees that it will not form a through line, or run any through freight, passenger, baggage or express, to or from St. Louis, with any railway now constructed, or hereafter to be constructed, westward, south of Lagrange, Mo., for points further west than Edina, Mo.

5th. Settlements shall be made monthly between the parties, on or before the fifteenth (15th) day of each month. Minor details not mentioned in this contract shall

be arranged between the parties in a spirit of equity and fairness, and with due regard to economy.

6th. Passes issued by the second party to its employes shall be respected by the first party on all trains of the second party between the junction aforesaid and St. Louis.

7th. There shall be a joint soliciting agent employed at St. Louis, to be paid thirty-five per cent by the first party and sixty-five per cent by the second party; and it is understood the party of the second part shall have the power to fix all rates, subject to section number four of this agreement.

In witness whereof, the parties hereto have caused these presents to be signed by their respective presidents, countersigned by their respective secretaries, and sealed with their respective corporate seals.

(Signed) SAINT LOUIS, KANSAS CITY &
NORTHERN RY. CO.

By B. W. LEWIS, JR., *President*.

Attest :

JAMES HOW, *Secretary*.

(Signed) ST. LOUIS, KEOKUK & NORTH-
WESTERN RY. CO.,

By A. B. STONE, *President*.

EXHIBIT B.

Supplemental arrangement made this day between A. A. Talmage, Vice-Prest. and Genl. Mngr. Wabash Western Ry., and C. M. Levey, Superintendent St. L. K. & N. W. Ry.

On business between St. Louis and points on the St. L. K. & N. W., Keokuk & Northwestern, & C. B. & K. C., the Wabash Western shall receive 35 per cent. of the revenue accruing to the line south of Keokuk. On business between St. Louis and points north and west of Keokuk on the C. B. & Q., B. & M. in Nebraska, B. C. R. & N. or other connecting line the Wabash Western Ry. shall receive 35 per cent. of the proportion south of Keokuk and in addition a terminal charge of 25 cents per ton. The St. L. K. & N. W. agree not to solicit business from or to junction points with the Wabash Western Ry. or Council Bluffs & St. Louis R. R., nor roads owned, operated or controlled by said Wabash Western Ry. in Iowa and Missouri. They (the St. L. K. & N. W.) agree not to take business to or from points on the Hannibal & St. Joe Ry. west of Leutenier nor to or from points on the Q. M. & P. west of Edina, nor to or from points on the K. & W. west of Memphis, nor points on the Union Pac. Ry. except such points as are junction points with the B. & M. in Nebraska. The said St. L. K. & N. W. are excluded however from Omaha, Council Bluffs and Denver and are also excluded from business passing through Denver from or to points west thereof. The said St. L. K. & N. W. Ry. are to be permitted to take business to points on or reached via the B. C. R. & N. and M. & St. L. Rys. In testimony whereof we have set our hands on behalf of our respective companies this fourteenth day of June, 1887.

For the Wabash Western Ry.

A. A. TALMAGE,

Vice-Prest. & Genl. Mngr.

For the St. L. K. & N. W. Ry.

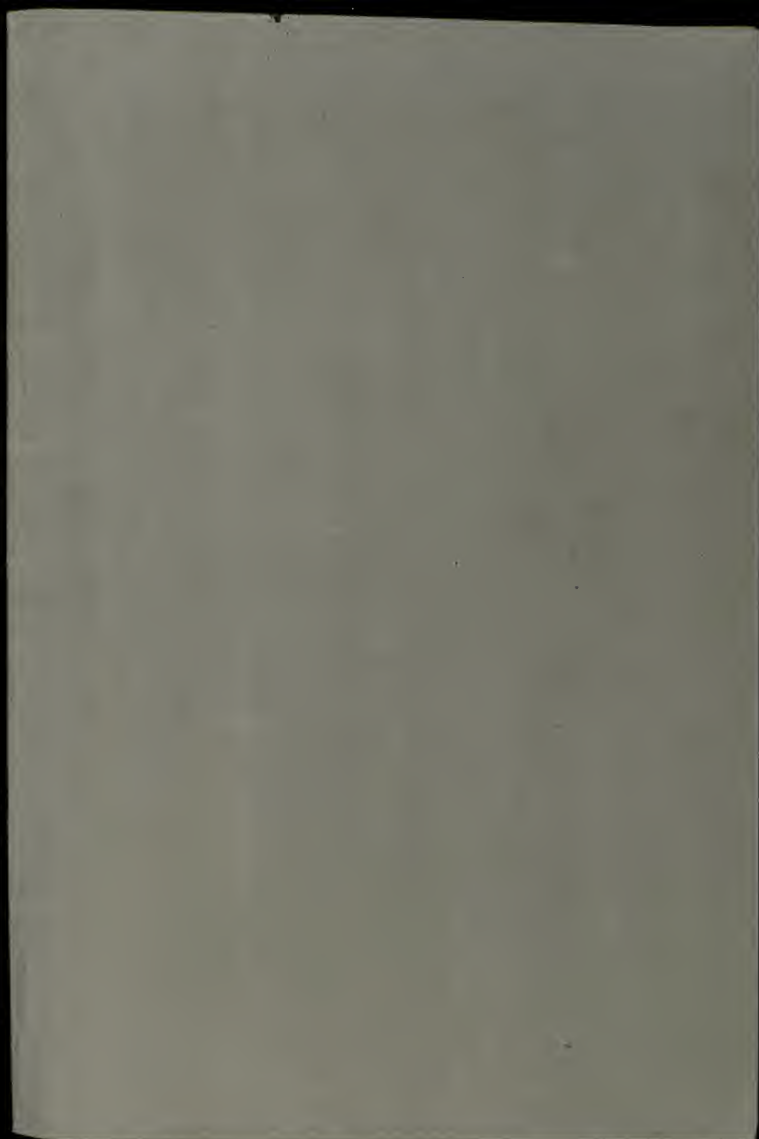
C. M. LEVEY,

Superintendent.









THE BELT LINE'S ATTITUDE.

Correspondence Between President Porter and President John B. Carson.

The following correspondence explains itself. Under date March 31 President Porter, of the Chicago & Eastern Illinois Railroad Company, wrote as follows to John B. Carson, president of the Chicago & Western Indiana Railroad, and the Belt Railway Company of Chicago:

DEAR SIR:—I have been informed to-day that for some days cars for transfer have been tendered to the Belt Railroad by the Chicago, Burlington & Quincy, and that, owing to the action of some of the Belt Railroad employes, these cars have not been moved. As the representative of the Chicago & Eastern Illinois, owning an interest in the Belt Railroad, I must insist, and here notify you for them, in the absence of Mr. Lyford, our director in your company, that we demand that the Belt Railroad shall transfer cars for every railroad corporation and individual exactly in the same manner as they transfer for any one, and that any and all employes of any name and nature that do not choose to do their whole duty, and the same duty toward any one car or railroad company or individual as another, shall be immediately dismissed, and no employe shall switch, haul, way-bill, or in any way be allowed to handle any particular car that will not handle every other car in the same way. I state this as a principle. It is a duty to the public that all railroad companies by law are bound to perform, and they are not responsible for the stoppage of the road beyond having a vigorous and able management. Don't understand me

by this as saying that you have not, but I think this rule should be laid down and every man that declines to conform to it be relieved from any further service with this company; and I also ask that the rule shall be that every man who does decline shall be told frankly that he shall not be re-employed, and at the same time be told that if there is any grievance, or anything wrong by the Belt Railroad or any of its officers in the treatment of any man, that he can be frankly heard, and any injustice done promptly rectified; but I do not believe in the trifling policy and back-lugging that I think has been going on in Chicago for the last three weeks, and am determined, so far as I am concerned, and so far as any interests that I represent are concerned, that our whole duty shall be done.

To insure prompt transfers in these times in both directions some painstaking method should be adopted to avoid misunderstanding, and the work should be insisted upon, even if it results in total suspension of the business of the road.

I feel this thing very strongly. I believe it is the wisest and kindest policy toward every employe, and I know it is right in principle. If this is thoroughly, loyally and fearlessly attempted, and in consequence the road is shut up, then I ask you the moment that happens to call the Board of Directors together, and let me represent Mr. Lyford at such meeting in case he has not returned. Yours truly,

H. H. PORTER, President.

To this General Carson responded as follows:

DEAR SIR:—In the views expressed in your letter of this date as to the obligations of this company and as to the duty of its employes I concur fully, but in this connection it is due to the management and to every employe in the service of this company for me to say that you have been misinformed, and that so far as the past is concerned not a single man (officer or employe) has shown a disposition not to carry out the policy outlined in your letter, and I confidently believe that we can depend most implicitly upon their loyalty to the company's best interests in the future. Yours truly,

JOHN B. CARSON, President.

To this Mr. Porter made reply as follows:

DEAR SIR:—Yours of to-day, in reply to mine, is received, and is very gratifying. I believe this action is right on your part toward the public, and is in the true interest of the employes themselves, and I earnestly hope that they will appreciate the situation, and not be misled in the excitement of the moment.

Yours truly, H. H. PORTER.

—*News Columns, The Chicago Herald, April 2, 1888.*

Article on Strike in National Can. Bldg
by Angus St. Clair

Lo. Foreman R.C.N.A. Turner Brotherhood

Leveled in Rway Review Aug. 6th. —

Stones Office

Swetchum Strike

Calvert says talks with most radical
Heron man day before ^{the} strike, said had no guarantee
I promised to come & talk over matter
of any trouble arose, Next morning
went out & took all union Swetchum
without saying a word.

Aug 4/88

Wheeler - said the T.M.
Management treated
Engineers kindly but
firmly about the boycott
It was not peremptory with
them at first, but showed
them the law & the position
the Company were obliged
to assume & gave them a
little time to think it over
I asked especially of the older
& more reliable men & gave
them a little opportunity
to influence the others,

There will be no hesi-
tation in acting if the
question comes up again,
now that the men understand
the Co's position -

The Boycott.

The Brotherhood received its most substantial aid & encouragement from officials of other rail. roads.

Whether these courses dictated by timidity or desire to injure a rival impossible to say. Probably mixture of both.

accepted by all connections as
conclusive.

The friction inseparable from a
contest with a natural rival
was accepted by the stockholders
as encouragement. It was hardly
in human nature, at least not
in rail-road managers human nature
to submit to the ~~same~~ demand to

keep a business rival by measuring
 loss & ^aperforming ~~entanglement~~ ^{Contract},
 even when the law requires it,
 The natural instincts of the Rock Island
 Management is to fight the C.P. & ^{Seaside}
 vice versa, When therefore the R.I.,
 was selected to be compelled to afford
 the test case, the managers bristled
 up & showed fight.

4

There can be no doubt that the
R. I were in the wrong

It might have been more wise
for C&P 2 to have ^{made} ~~begun~~ the fight
for interchange of traffic with a
friendly rather than ~~a~~ competing line,
^{that is with some of its Eastern Connections.}
This would have eliminated the
element of jealousy from the
contest, and would have secured
for them an interpretation of the
law, which would have been —

The contest was begun between the
CP&N sets commencing with in the
following correspondence.

March 6. Mr. Ripley, the Gen^l Freight
Agent, received the following telegram
from the representative of the R. I. & N.
Rock Island

A copy of this telegram was enclosed
with the Stone on the following letter
to Mr. E. H. John the Genl Manager
of the C. R. I & P.

(2)

To this Mr St. John made the following
reply

(3)

No reply was made to this on the
part of the C1872, but on
March 8 Mr St John sent the
following explanatory letter.

————— (4) —————

This letter with Mr Stanes of
the 8th was published in the
newspapers of the 9th The

first letter from Mr St John was
not given to them published. It
is supposed that Mr St John
gave the correspondence to the press
in this incomplete form. The first
letter from Mr St John to Mr Stone
was subsequently published in the
newspapers

~~Some more~~

For many of the ~~2000~~ ¹⁰⁰⁰ ~~temporarily~~,
~~Explained~~ ~~to~~ ~~excited~~ ~~reason~~ ~~to~~ ~~persuasion~~
with these engineers. On one excuse
or another they continued to avoid
receiving C.P.R. freight. Meanwhile
explaining patiently the provisions
of the law to these engineers individ-
ually & stating positively that it was
but a matter of a few days when

^{I deliver}
They should take C.P.R. cars, ~~take~~
the same as formerly.

However much the legal advisers of
connecting lines may have wished
to ~~some~~ devise some expedient
by which they could favor the
engineers & refuse O.R. freight,
the clear provisions of the law,
& the heavy penalty provided for its
violation compelled them to say that
it must be obeyed.

Circuit Court of the United States
Northern District of Illinois.

Chicago, Burlington & Quincy R.R.Co.,
vs.

Chicago, Rock Island & Pacific R.R.Co.

State of Illinois ss.
County of Cook.

Henry R. Stone on oath says: he has read the answer filed herein and knows the contents thereof. As General Manager of the complainant corporation this affiant has full and accurate knowledge of the alleged acts and purposes of the Burlington Company as any other officer or agent thereof.

Affiant is advised that nearly all the statements and charges in the said answer contained, are improper and wholly irrelevant to the subject matter properly in controversy, and therefore solely for the purpose of placing on record an explicit denial of such faults and scandalous charges, affiant says:

1. That it is untrue that the Burlington Company began a systematic and damaging reduction of ~~rates~~ in the territory common to it and the defendant and other railways. *rates*

The recent unnecessary and injurious lowering of rates which has been prevailing in such territory was begun in 1887 and was initiated by the defendant and other railways against the most earnest and long continued efforts of the complainant to prevent the same; that after such hurtful reductions had been put into actual effect by the defendant and such other railways, the complainant for a long period declined to lower its own tariffs and labored diligently with competing railways to induce them to restore their rates to a remunerative and reasonable basis; failing in this the Burlington Company was reluctantly compelled in order to prevent a diversion of its business to yield to the policy inaugurated by its competitors and reduce its tariffs.

2. The charge is utterly false that in February, or March 1888, or at any other date, the complainant communicated to one or more of the managers of the railways in such common territory its purpose to prosecute a rate war until the officers of all such railways should consent to abdicate the powers placed in their hands by their stockholders to an unlawful trust of the kind mentioned in the answer, or any other kind.

The kind of association of such railways concurred in by any agent of the complainant was a perfectly lawful agency substantially as contemplated in a plan reported on February 17th, 1888, by seven of the general officers of western roads including the official representative of the defendant, and which plan was adopted by a unanimous vote of the representatives of nearly all the railways in such common territory, including the votes of both the complainants and defendant's representatives. The plan of such an association was not new, and did not originate with complainant.

3. The statement is absolutely false that complainant determined to use the disaffection of its own employees to coerce its competitors into acquiescence in any ~~and~~ scheme for the creation of a

great western railway tract, and that in the execution of such purpose it first completed arrangements to secure the services of all the engineers and firemen out of employment and then forced a strike on its own road with the intent of forcing a strike on the lines of its competitors. In gross and in detail such insinuation is a reckless and wanton invention which has been injected into the controversy without a single fact to warrant or support it. The departure from service of all the engineers and firemen of the complainant corporation was in fact so sudden and unexpected that when notified of it at noon of Sunday, February 23th, 1900, the complainant had only contingently secured the services of a single engineer to take the place of the thousands and hundreds who left its employment on Monday, February 27th, 1900, at 4 A.M.

4. Equally false and reckless is the charge that complainant has been in the faith crowding traffic executed on the defendant with the purpose or expectation or disabling it in the operation of its road or stopping its traffic altogether.

The inexcusable falsity of this statement is fully shown by the affidavits on file and the bills of lading accompanying the several blockaded shipments whereby it fully appears:

that they

were all shipments made by diverse private consignors and that complainant was endeavoring to do with the routing thereof; that most of the shipments were made prior to the existence of any strike, and, that the defendant's orders to refuse all traffic with complainant were made and put in force before any demands or threats were made by the agents of complainant.

It was also perfectly well known when date was made to such accusation that the majority of the railroads entering Chicago had been freely and consistently exchanging traffic with complainant.

5. Touching the statement that "late on Thursday the 22d of the current month the defendant completed arrangements which enabled it to resume its former relations with complainant," this, affiant says, that he has no knowledge or information as to the nature of such arrangements which emancipated the defendant or the persons with whom such arrangements were completed.

But neither "early on Friday or at any time prior to the filing of the bill was any information or notice given to complainant that the engineers and firemen of defendant had given up control of its traffic department or granted permission to the defendant to conduct its business as a public carrier according to law, or that the defendant's policy of absolute nonintercourse as declared in the orders and letters of its agents, was in any respect altered.

On the contrary, this affiant was advised by telegraph received in Chicago at 5.03 P.M. on Saturday, March 3dth, from St. Joseph, Missouri, that the engineers of the defendant in that vicinity said the General Manager of defendant had no authority to issue orders to resume traffic relations with complainant.

(Signed) HENRY B. STONE.

Subscribed and sworn to before me this third (3d) day of April, 1900.

(Signed) H. W. WEISS.

IN THE CIRCUIT COURT OF THE UNITED STATES,
Northern District of Illinois.

Chicago, Burlington & Quincy Railroad Company)
vs.)
The Chicago, Rock Island & Pacific Railway Company.)

The answer of the defendant, the Chicago, Rock Island & Pacific Railway Company, a corporation organized and existing under the laws of the state of Illinois and Iowa, to the bill of complaint of the Chicago, Burlington & Quincy Railroad Company, complainant.

This defendant, now and at all times hereafter saving to itself all and all manner of benefit or advantage of exception or otherwise that can be had or taken to the many errors, xax uncertainties and imperfections in the said bill contained, for answer thereto or to so much thereof as this defendant is advised it is material or necessary to make answer unto, answering, sayeth:

That it is a corporation organized and existing under the laws of the state of Illinois and Iowa, and operates, as owner and lessee, a railway, the main line of which extends from the City of Chicago, in the State of Illinois by way of Rock Island in said state to Council Bluffs in the state of Iowa, with branches extending from said main line to Peoria in the state of Illinois, Kansas City, in the state of Missouri, and Leavenworth and Atchison in the state of Kansas, Keokuk, Knoxville, Indianola, Winterset, Griswold, Carson, Harlan, Audubon,

Guthrie Center, and Ruthven in the State of Iowa; That by traffic and running arrangements nearly one thousand miles of railway in the States of Missouri, Kansas, Nebraska, and several hundred miles in the States of Iowa and Minnesota and in the Territory of Dakota are made a part of its general system and are operated in connection with the main line and branches above described; that the Chicago, Burlington & Quincy Railroad Company embraces within the system which it owns or controls railways which extend through or into the States of Illinois, Iowa, Missouri, Kansas, Colorado, Nebraska, Wisconsin, Minnesota and the Territories of Dakota and Wyoming, and in a considerable portion of said Territories is a competitor of the defendant; that the same territory is traversed in every direction by other railways, from twenty five to thirty in number; that many of them are combined by leases, the ownership of capital stock and running or traffic arrangements into large systems, among which are the systems of the Chicago & North Western, the Chicago, Milwaukee & St. Paul, the Wisconsin Central, the Illinois Central, the Chicago, Alton & St. Louis and the Missouri Pacific; that said systems are competitors with the complainant, the defendant and with each other at many points for the traffic which originates at or is destined to the same territory, and this competition between the systems of the complainant, the defendant, the Chicago & North Western and the Chicago, Milwaukee & St. Paul Companies extend through the greater portion of the Territory embraced in the several States above named; that for several months the several railway companies comprising said systems and others have been organized into several voluntary associations in

which they are severally represented by their own officers for the lawful purpose of making and maintaining reasonable rates which should be charged for the transportation of persons and property over their several lines; that while said associations were in full operation, and in the month of January, last past, the complainant, the Chicago, Burlington & Quincy Railroad Company, commenced a systematic reduction of rates for transportation into and through the several States and Territories above named, which affected not only its revenues but the revenues of the several railways above referred to as well; that such reduction was so continued from day to day and from time to time during the period between the 30th day of January aforesaid and the 1st day of the current month of March, until the average rates charged were but about one third of the rates charged for like services before said complainant inaugurated said war of rates; that for several weeks after the commencement of said war the complainant persistently refused to assign any reason for a policy which was depleting its ^{own} treasury as well as the treasury of every other railway Company which was operating a line in the States and Territories above named; that late in the month of February and early in the month of March it communicated to the managing officers of one or more of the principal systems above mentioned its purpose to prosecute said rate war until the officers of all of the railways involved in the disastrous result of its policy should consent to abdicate the powers placed in their hands by the stock holders they represented, not to said stock holders but what ^{is} generally denominated "a trust" which should be managed by three men who should be

vested with the exclusive and absolute ^{right} to make and alter the rates which should be charged for the transportation of persons and property over the several railways above referred to in the several States and Territories above mentioned; also to make compensation to railway companies, from moneys to be provided by all of the companies which should assent to such trust, for loss of traffic which might be sustained because of the rates which the trust might establish - each company to guarantee faithful obedience to the orders of the trust by depositing large sums of money, which should be subject to the control of the trust in paying fines assessed for disobedience and in paying the compensation above mentioned; that said officers declined to submit to this demand, because they regarded such action as inconsistent with the duties which they owed to the stockholders of the several companies which they represented, and as involving a violation of the laws of the United States and of the several States in which their several railways were situated.

And this defendant further answering shows that on or about the 10th day of February in the current year the engineers and firemen employed on the railway of the Chicago, Burlington & Quincy Railroad Company, who were united in unions or brotherhoods which embraced nearly all of the engineers and firemen in active service in the United States, demanded of said Company that it should compensate them for their service at the same rates at which certain other railway companies, operating in the same territory compensated engineers and firemen for like service; that they also insisted that the system of classification of engineers with regard to the terms of service should be abrogated or radically modified; that united with these were requests for regulations which, in the

general judgment of officers engaged in the operation of
 railways, were un reasonable and ought not to have been grant-
 ed; that like demands and requests had been made upon the
 managers of other railways and were conceded in part and with-
 drawn in part; that a like result could have been and
 would have ^{been} secured in this instance had the executive and
 managing officers of said complainant been actuated by a de-
 sire to secure an adjustment which would have imposed upon it
 the regulations and rates of compensation paid by its compe-
 titors for like service; that instead of ~~seeking~~ seeking or
 permitting a practicable adjust ment it determined to use the
 disaffection of its own employees to coerce its competitors
 into acquiescence in its scheme for the creation of a great
 western railway trust and in the execution of such purpose
 delayed a final answer to their demands and requests until it
 had completed its arrangements to secure the services of all of
 the engineers and firemen whowere not member of said
 unions and brotherhoods and who were then out of employment in
 tending to force on the lines of its competitors after it had
 absorbed the entire supply of skilled labor not controlled by
 the organizations above mentioned; that when the strike
 was inaugurated the complainant executed its plans for con-
 trolling the supply of skilled labor with great energy and
 promptness; that as soon as it was apparent that no rail-
 way having any considerable mileage could secure engineers and
 firemen out side said unions and brotherhoods, and that,
 because of the excited and feverish condition in the unions
 and brotherhoods- a condition provoked by the action of the
 complainant- no member thereof would remain in the service of
 any railway operated West of the City of Chicago if it required

him to manage engines which hauled cars to or from the railway of the complainant, it manifested a liberality rarely exhibited in the history of its relations with its neighbors by insisting that they, its competitors, receive from it for transportation traffic such of which was destined to points which could be reached with reasonable directness by longer hauls over its own line, some of which was destined to points on its own system, and some for delivery to other railways which at the time were refusing to receive cars which came from complainant's railroad; that the traffic which has been interchanged between the complainant's and defendant's lines before the commencement of the recent disturbances has been quite small in amount; that the officers of the defendant, as well as the officers of the principal lines operated westwardly from Chicago, having reason to believe that any attempt to exchange traffic with the complainant in the then existing condition of feeling would result in their being unable to operate their railways or to secure the service of any engineers or firemen by whom their engines could be moved and believing further that the offers made by the complainant were made for the purpose of bringing about such result, resolved to decline to exchange traffic with it until it should become practicable to do so; that they did so decline until satisfied that such exchange of traffic would not result in stopping the operation of their railway; that late on Thursday the 22nd day of the current month, this defendant completed arrangements which enabled it to resume its former relations with the complainant; that on Friday, the day following, early in the day it issued orders directing that such relations be resumed on Saturday morning; that the

issuance of such order was made known to the managing officer of one of the railways which constitute the complainant's system before the filing of complainant's bill, and before this defendant was notified that at two o'clock in the afternoon of the day following an application would be made to the Court for an order commanding it to that which it had directed should be done before such application could be heard.

And this defendant further answering, says, that it admits that it is the duty as a common carrier to receive and transport, when able, for all without discrimination and alleges that ^{it} is now and ever has been willing to perform such duty but it denies that it is under any obligation, legal or moral, to attempt that which it knows is impossible, especially when such attempt could benefit no one and would result in great injury to a considerable portion of the population of several states and to its own stockholders, and especially does it deny that it is its duty to make such an attempt with the knowledge of the results which would follow when it is demanded by a competitor for the purpose of paralyzing its railway, demoralizing the business of several states and forcing it and others into a combination prohibited by the law of the United States.

And this defendant further answering says that each allegation set out in the complainant's bill of complaint not consistent with the averments in this answer contained are denied.

And this defendant protesting its willingness to submit to an investigation of its acts and doings concerning the subject matter of the complainant's bill of complaint, denies the jurisdiction of this Court to grant the relief therein prayed, and

especially to issue the extraordinary writ of injunction in manner and form and for the purposes set out in said bill; and it prays that this may be considered and determined by the Court as it would be if presented by formal demurrer to said bill.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith it is by said bill charged; and all matters and things herein contained this defendant is willing to aver, maintain and prove as this Honorable Court shall direct; and humbly prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

In witness whereof the said defendant, the Chicago, Rock Island & Pacific Railway Company has caused its corporate seal to be affixed hereto and attested by the signatures of its President and Secretary.

(Signed) R. R. Cable

President of the Chicago, Rock Island and
(Seal) Pacific Railway Co.

W. G. Purdy,
Secretary of the Chicago, Rock Island
& Pacific Railway Co.

Thos. F. Withrow

Solicitor.

Isham, Lincoln & Beale

Of Counsel.

State of Illinois)
County of Cook (ss

K. St. John on oath says that he is
the General Manager of the defendant, the Chicago, Rock

& Pacific Railway Company, and as such has knowledge concerning the subject matter set out in the foregoing answer; that he has heard said answer read and knows the contents thereof; that each if the several allegations therein contained is true as he is informed and verily believes. He says further that the orders directing the exchange of traffic with the complainant alleged in the foregoing answer were issued by him as General Manager and he knows that said allegations are true.

(Signed) E. St. John.

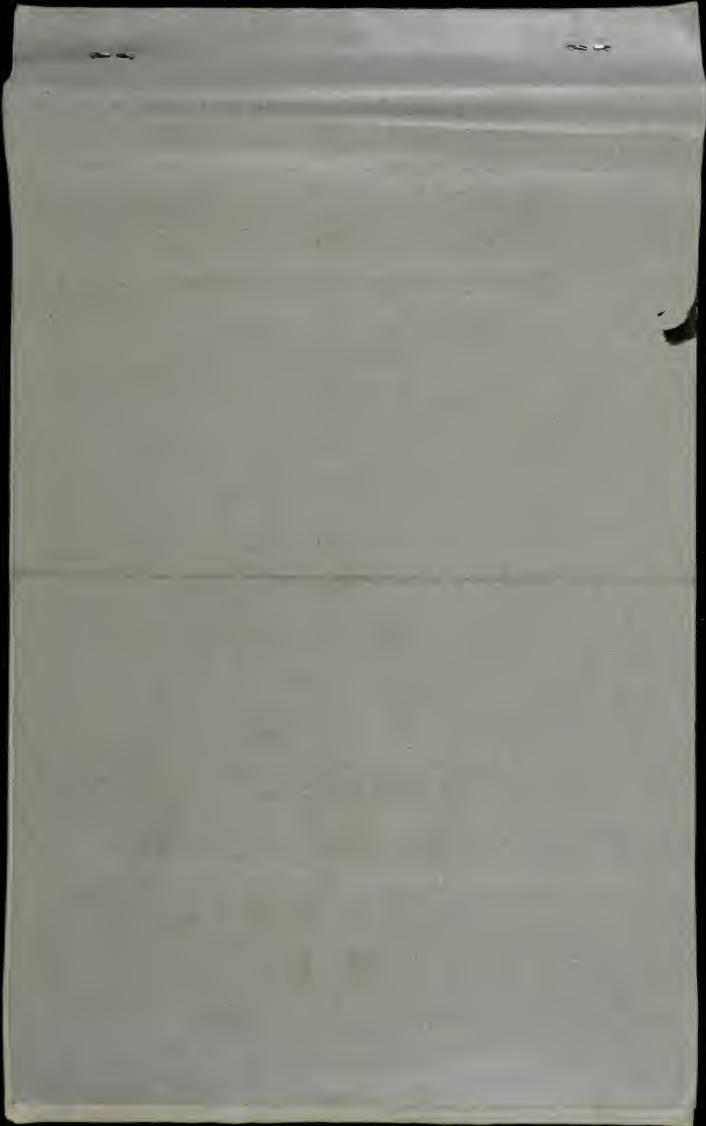
Subscribed and sworn to by E. St. John before me James C. Hutchins a Notary Public in and for the State of Illinois and County of Cook, this 24th day of March A. D. 1888.

(Signed) James C. Hutchins,

Notary Public.

(Seal)





Circuit Court of the United States.

Chicago, Burlington & Quincy
Railroad Company.

Chicago, Rock Island & Pacific
Railway Company.

State of Illinois

Henry B. Stone on oath says: he has
herein and knows the contents thereof.

Affiant is advised that nearly all the statements and charges in the said answer contained, are improper and wholly irrelevant to the subject matter properly in controversy, and therefore solely for the purpose of placing on record an explicit denial of such false and scandalous charges, affiant says:

The recent unnecessary and injurious lowering of rates

which has been prevailing in such territory was begun in 1887 and was initiated by the defendant and other railways against the most earnest and long continued efforts of the complainant to prevent the same; that after such hurtful reductions had been put into actual effect by the defendant and such other railways, the complainant for a long period declined to lower its own tariffs and labored diligently with competing railways to induce them to restore their rates to a remunerative and reasonable basis; failing in this the Burlington Company was reluctantly compelled in order to prevent a diversion of its business to yield to the policy inaugurated by its competitors and reduce its tariffs.

2. The charge is utterly false that in February or March 1888, or at any other date, the complainant communicated to one or more of the managers of the railways in such common territory its purpose to prosecute a rate war until the officers of all such railways should consent to abdicate the powers placed in their hands by their stockholders to an unlawful trust of the kind mentioned in the answer or any other kind.

The kind of association of such railways concurred in by any agent of the complainant was a perfectly lawful agency substantially as contemplated in a plan reported on February 17, 1888, by seven of the general officers of Western roads including the official representative of the defendant, and which plan was adopted by a unanimous vote of the representatives of nearly all the railways in such common territory, including the votes of both the complainant's and defendant's representatives. The plan of such an association was not new, and did not originate with complainant.

3. The statement is absolutely false that complainant determined to use the disaffection of its own employees to

coerce its competitors into acquiescence in any scheme for the creation of a great western railway trust, and that in the execution of such purpose it first completed arrangements to secure the services of all the engineers and firemen out of employment and then forced a strike on its own road with the intent of forcing strikers on the lines of its competitors. In gross and in detail such insinuation is a reckless and wanton invention which has been injected into the controversy without a single fact to warrant or support it. The departure from service of all the engineers and firemen of the complainant corporation was in fact so sudden and unexpected that when notified of it at Noon of Sunday, February 26, 1888, the complainant had only contingently secured the services of a single engineer to take the place of the thousand and upward who left its employment on Monday, February 27, 1888 at 4 A. M.

4. Equally false and reckless is the charge that complainant has been in bad faith crowding traffic exchange on the defendant with the purpose or expectation of disabling it in the operation of its road or stopping its traffic altogether.

The inexcusable falsity of this statement is fully shown by the affidavits on file and the bills of lading accompanying the several blockaded shipments whereby it fully appears:

That they were all shipments made by diverse private consignors and that complainant had nothing to do with the origin or the routing thereof.

That most of the shipments were made prior to the existence of any strike, and, that the defendant's orders to refuse all traffic with complainant were made and put in force before any demands or tenders were made by the agents of complainant.

It was ^{also} ~~also~~ perfectly well known when oath was made to such accusation that the majority of the railways entering Chicago had been freely and constantly exchanging traffic with complainant.

5. Touching the statement that "late on Thursday the 22nd of the current month the defendant completed arrangements which enabled it to resume its former relations with complainant" this affiant says that he has no knowledge or information as to the nature of such arrangements which emancipated the defendant or the persons with whom such arrangements were completed.

But neither "early on Friday" or at any time prior to the filing of the bill was any information or notice given the complainant that the engineers and firemen of defendant had given up control of its traffic department or granted permission to the defendant to conduct its business as a public carrier according to law, or that the defendant's policy of absolute non-intercourse as declared in the orders and letters of its agents was in any respect altered.

On the contrary, this affiant was advised by telegraph received in Chicago at 5.03 P. M. on Saturday, March 24, from St. Joseph, Missouri, that the engineers of the defendant in that vicinity said the General Manager of defendant had no authority to issue orders to resume traffic relations with complainant.

(Signed) Henry B. Stone

Subscribed and sworn to before me
this third (3rd) day of April, 1888.

(Signed) H. M. Weiss.

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THE UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR

LAND OFFICE

WASHINGTON, D. C.

THE SECRETARY OF THE INTERIOR

WASHINGTON, D. C.

1900

1. THE PROPOSED MAP OF THE LANDS

THE PROPOSED MAP OF THE LANDS, CONTAINING A DETAILED
DESCRIPTION OF THE LANDS, IS HEREBY SUBMITTED TO THE
COMMISSIONER OF THE LAND OFFICE.

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OF THE UNITED STATES OF AMERICA, AND IS HEREBY
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OF THE UNITED STATES OF AMERICA, AND IS HEREBY
SUBMITTED TO THE COMMISSIONER OF THE LAND OFFICE.

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In the Circuit Court of the United States
District of Nebraska.

The Chicago, Burlington &
Quincy Railroad Company

vs.

The Union Pacific Railway
Company, Nicholas Weeks, et al.

} Separate Answer of Nicholas
Weeks.

This defendant Nicholas Weeks now and at all times hereafter saving and reserving unto himself all manner of benefit and advantage of exceptions to the many errors and insufficiencies in the said bill of Complaint of the plaintiff contained for answer for himself thereunto or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto answering says:

He admits that the plaintiff is a corporation organized and existing under and by virtue of the laws of the State of Illinois, and that the defendant railroad company is a corporation organized and existing under and by virtue of the laws of the United States. He admits that the plaintiff owns, controls and operates a railway system covering a large area of territory through portions of the State and Territories of the United States but to what extent this defendant is not informed and has no knowledge or means of information and belief upon which to make answer to that portion of the complainant's bill as to the number of locomotive engineers and cars owned and operated by the complainant this defendant has no knowledge or information or belief upon which he can make answer thereto.

The defendant admits that an annual tax amounting to a large sum has heretofore been levied and assessed upon the plaintiff's property by the different authorities of the respective states in which it is situated, but this defendant

denies that the plaintiff has promptly met and paid the same as the same became due and payable, but on information and belief alleges that it has resisted payment of taxes whenever and wherever it could, and has sought to avoid the payment of taxes to the extent of extensive litigation and great expense to the taxing authorities.

This defendant admits that in order to carry on the plaintiff's business it has been compelled to employ and maintain in its service a large number of employees but upon information and belief denies that it has paid them fair and just wages.

The defendant admits that of the number so as aforesaid employed by the plaintiff about eight hundred of them are skilled locomotive engineers and are reliable, and competent to perform their duties as such engineers to the satisfaction and safety of the public.

This defendant also admits that said engineers are peaceable and law abiding citizens, most of whom have families depending upon them for support and maintenance; but upon information and belief denies that they or any of them are perfectly satisfied or satisfied at all with the wages paid by the plaintiff to them for their services.

This defendant further answering admits that the gross earnings of the said plaintiff average approximately the sum of \$29,000,000.00 per year and that for many years its property has been considered valuable railroad property, and its business one of the largest and most profitable, and its bond quoted among the highest of the great railroad system of the country.

And in this behalf further answering upon information and belief this defendant alleges the fact to be that the large earnings of said company, the value of its property, and

the profits of its business and high price of stock and bonds, have been chiefly attributable to the ability, skill, intelligence, integrity and discipline of the plaintiff's locomotive engineers and firemen.

Answering the allegations of the plaintiff's bill with respect to its connecting points with the Union Pacific Railway Company as in its bill set forth this defendant has no information or means of information and belief and therefore denies the same.

Upon information and belief this defendant denies that the Union Pacific Railway Company, disregarded its obligations as a common carrier, and in open and direct violation of the provisions of the Interstate Commerce Law, has neglected and refused and still does neglect and refuse to exchange traffic with the plaintiff at any of the places named in said bill, but on the contrary alleges the fact to be that the said Union Pacific Railway Company has and does exchange traffic with the said plaintiff the same as with other connecting lines. And in this behalf further answering upon information and belief this defendant alleges the fact to be that this bill of complaint of the plaintiff which this defendant is now called upon to answer, was instituted and is being prosecuted by the plaintiff Railway Company upon an agreement and understanding with the defendant The Union Pacific Railway Company, and that the institution of the suit was the result of a conference, agreement and collusion of the said two railway Companies to libel, intimidate, and oppress the other defendants to said bill, and the other parties sought to be made defendants to said bill the locomotive engineers of the Union Pacific Railway Company; wrongfully and wickedly intending thereby to make the defendants last mentioned subject to any and every arbitrary order that the said two railway companies might

agree upon for the benefit of the said plaintiff company, and to assist the said plaintiff company in a present attempt to oppress and degrade and drive out of employment the plaintiff's entire corps of engineers numbering about eight hundred, or to wickedly and arbitrarily compel them to work for insufficient and unreasonably low compensation, or by the arbitrary proceedings herein sought to be enforced so wickedly conceived by the collusion of said companies, compel a general abandonment of work by the engineers of the defendant railway company, thereby seeking to throw the blame of the suspension of traffic and commerce upon such engineers, and thereby to assist the said plaintiff railway company in its present effort to defeat the engineers of the plaintiff company in their application for reasonable compensation for services rendered or to be rendered.

Answering the plaintiff's bill with respect to notice served or handled the freight of the plaintiff company, this defendant alleges that he has no personal knowledge but on information and belief denies the allegation of the bill in that behalf.

This defendant admits that the Brotherhood of Engineers includes practically all the skilled locomotive engineers in active employment in the United States, and numbers more than thirty thousand skilled locomotive engineers, and through its members, does not control, but operates the locomotive power upon all the railroads and upon all the railroad systems of the United States. This defendant denies that the purpose of said organization is to control the various railroad systems or any thereof or the traffic or commerce or any thereof handled upon said roads; but in this behalf further answering this defendant alleges that among the main objects of its organization, are efficiency and skill in service, and to pension those

who have become disabled in the service, and to provide for the widows and orphans of those who meet death in the faithful performance of their duty; for the employers as utterly ignore and abandon the wounded employes, and those who have died in their service, and their helpless families, as if they had never been. The unprecedented and tremendous increase in railroad carriage of freight and passengers in the past ten or fifteen years is attributable, in great measure, to the efficiency, skill, sobriety and fidelity of the locomotive engineers as accomplished, acquired, and demanded by their Brotherhood organization. Millions of lives and billions of property have been entrusted to their care with the perfect confidence and over which they have watched, by day and by night, in storm and in sunshine, not excelled in heroism, in fidelity, to duty, in self sacrifice and patriotism, by the Brotherhood of Union Soldiers in the time of the Rebellion; and when wrecks have occurred and life shattered and property destroyed, it has not been the fault of the engineer, who was always found faithful to his duty, dying in its performance, but rather to the recklessness of railroad managers who utterly disregarding their duties to the public and their employes, have sought only their own interests and personal accumulation of wealth.

Further answering this defendant denies that he with any of the order defendants among themselves, or with any other person or persons whomsoever have connived and conspired or are conniving or conspiring together, to compel the plaintiff to discharge more than eight hundred employes now engaged in its service as locomotive engineers, or any one of them and to compel it to employ in their places a like number of engineers or any number whatever who shall be members of the Brotherhood of Engineers, upon such terms and conditions as they shall prescribe to the plaintiff or upon any conditions

whatever.

whatever. And this defendant alleges that all the allegations of said bill in that behalf are absolutely without foundation and false.

And this defendant denies that he with the other of said defendants or any other person or persons whomsoever or alone have refused and still refuse to receive and handle haul or deliver any traffic originating at any point upon plaintiffs system, or at any point beyond or passing over it, to a destination upon any of the lines of road controlled as aforesaid by said brotherhood; and denies each and every allegation of the complainant's bill in that behalf contained.

This defendant denies that he or any of the defendants either as individuals or otherwise, is threatening to inaugurate a general strike or any strike, upon all or any of the various systems of railways in the United States.

The defendant further denies that any attempt has been made by him, or any of the other defendants either as individuals or in concert directly or indirectly, to cause the complainant company to discharge any person or persons whomsoever or to employ any person or persons whomsoever, and this defendant alleges that all the allegations of the complainant's bill in that behalf made are wickedly and maliciously libelous and false, and in this behalf further answering this defendant further alleges upon information and belief that for the purpose of destroying the splendid corps of engineers it has had in its employ and under whom it has prospered, as alleged in its bill, the said plaintiff is corruptly, wickedly and maliciously endeavoring to cause a general strike of engineers, and other laborers throughout the country, and is seeking every available means to accomplish that end including the oppression and tyranny sought to be exercised over, and ~~him~~ humiliate the locomotive engineers of the defendant railroad

company including this defendant.

And this defendant alleges that if it shall become necessary for him or the other engineers, as he verily believes, of the defendant company or any other company to quit their employment it will be wholly attributable to the tyranny and oppression of the plaintiff.

Further answering this defendant alleges that he did not with the other named defendants or any other person or persons whomsoever, nor did the said defendants or any of them or any other of the engineers of said Union Pacific Railway Company, hold a secret session of their brotherhood and agree and resolve that they would as individuals and as members of said organization, refuse to receive, handle, haul or deliver traffic of the said plaintiff Company's road, or hold any secret meeting whatever with respect to said matter, all of which matters complained of in said complainant's bill are without foundation and absolutely false.

Upon information and belief this defendant denies that all members of the Brotherhood of Engineers have no other means or property except such as is exempt under the exemption laws of the State of Nebraska, and the several states in which they reside, but with respect to the engineers that have been in the service of the plaintiff company, this defendant is willing to admit that such may be the case; for in this behalf upon information and belief he alleges the fact to be, that it has been the policy of the said plaintiff company for years and years, last past, to so oppress its employees including the members of the Brotherhood of Engineers by low wages, arbitrary and oppressive orders, and rules, and otherwise, so that it was impossible for such employee to make more than a bare living for himself and family; and that the said company pursued this policy of oppression for the sole purpose of -

having its employes under its management and control, in the character, humiliation and dependency of serfs.

Wherefore this defendant insists that the said plaintiff ought not to have or maintain its bill of complaint against this defendant for the many reasons in his answer hereinbefore set forth; for that he has not been guilty of any of the matters and things charged in the bill of complaint, and for that he has not threatened to do, or not to do, any of the matters and things therein contained and for that it is not competent for this Court to require this defendant by injunction or other proceedings, to remain in the employ of the said Union Pacific Railway Company against his choice and will. And it is not competent for this Court by order of injunction, mandamus, or other proceedings, to compel this defendant to work and labor, as an engineer or otherwise for the said defendant railroad company, or any other person or persons whomever or for any length of time whatsoever; for your defendant submits that if this court may compel by its order that this defendant shall remain in the employ of the defendant railroad company, it may also direct what wages he shall receive; direct that he shall work without any compensation whatever; and may also direct the length of time he shall work, all of which proceedings and orders your defendant submits is not within the jurisdiction of this court, or any judge thereof, and would be unconstitutional and void.

And this defendant further submits that it is not competent for this Court to direct as to how he shall perform his duty, as an engineer, for the defendant company, or what cars or property he shall haul or not haul.

And this defendant further submits that it is not within the jurisdiction of this court or any judge thereof to enjoin this defendant from committing any of the offenses

which it is claimed that this defendant will, with others, commit, as charged in said bill of complaint, unless enjoined by this court, and this court or any judge thereof, has no jurisdiction by proceedings in equity to enjoin or otherwise control this defendant with respect to any criminal, or intended or threatened, criminal act.

And this defendant denies all unlawful combination and confederacy in said bill charged; without that any other matter or thing material or necessary for him to make answer unto herein, or hereby will be sufficiently answered and confessed or avoided, traversed or denied, is true to the knowledge or belief of this defendant, all which matters and things defendant is ready to well maintain and prove, as this honorable court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully sustained. . .

J. C. Cowin,

Sol. for Deft.

District of Nebraska, }

Douglas County. }

ss.

Nicholas Weeks being first duly sworn, deposes and

United States of America, } ss.
DISTRICT OF NEBRASKA.

I, ELMER D. FRANK, Clerk of the Circuit Court of the United States for the District of Nebraska, certify that I have compared the annexed copy of

Separate Answer of Nicholas Weeks, in case of C. S. I. R. R. Co. vs. U. P. Ry. Co. et al.
with the original on file in this office, and that the same is a correct transcript thereof, and of the whole of said original.

IN TESTIMONY WHEREOF, I have caused the seal of said Court to be hereto affixed at the City of Omaha, in said District,

this 6th day of June, 1888.

Elmer D. Frank

Clerk.

which it is claimed that this defendant will, with others, commit, as charged in said bill of complaint, unless enjoined by this court, and this court or any judge thereof, has no jurisdiction by proceedings in equity to enjoin or otherwise control this defendant with respect to any criminal, or intended or threatened, criminal act.

And this defendant denies all unlawful combination and confederacy in said bill charged; without that any other matter or thing material or necessary for him to make answer unto herein, or hereby will be sufficiently answered and confessed or avoided, traversed or denied, is true to the knowledge or belief of this defendant, all which matters and things defendant is ready to well maintain and prove, as this honorable court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in that behalf most wrongfully sustained. . .

J. C. Cowin,

Sol. for Deft.

District of Nebraska, }

Douglas County. }

ss.

Nicholas Weeks, being first duly sworn deposes and says that he is the above named defendant who has made answer hereto and that he knows the contents of said answer; and that the facts therein stated are true as he personally knows, except such matters as he has alleged upon information and belief and as to those matters he believes them to be true.

Nicholas Weeks.

Subscribed in my presence and sworn to before me
this 13th day of March, 1888.

Elmer D. Frank, Clerk.

No. 188- M.

U.S. Circuit Court

Dist. of Neb.

Chicago B. & Q. Ry. Co

vs.

D.P. Ry. Co. et al

Answer of Nicholas Weeks.

Filed Mar. 13, 1888

Elmer D. Frank, Clerk.

J. C. Cowin, Sol. for deft.

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#6

In the Circuit Court of the United States for
the District of Nebraska.

The Chicago, Burlington and Quincy Railroad Company,
Complainant

vs.

The Union Pacific Railway Company, impleaded with others
Defendants.

/ The defendant above named, The Union Pacific Railway Company,
now and at all times hereafter saving to itself all and all manner
of benefit or advantage of exception or otherwise, that can or may
be had or taken to the many errors, uncertainties and imperfections
in the said Bill contained, for answer thereto or to so much thereto
as this defendant is advised it is material or necessary to make
answer, answering saith:

1. It admits that the Complainant is a corporation organized and
existing under and by virtue of the laws of the State of Illinois,
as alleged in its said Bill of Complaint; and it further admits
that the Union Pacific Railway Company is a corporation duly or-
ganized and existing as such under and by virtue of the laws of
the United States, and is composed of the corporation created by
Act of Congress under the name and title of The Union Pacific
Railroad Company and the corporation created under and by virtue
of the of the laws of Congress known and called as the Kansas
Pacific Railroad Company, which said two corporations before the
commencement of this case became consolidated under and by virtue
of the Act of the Congress of the United States authorizing such
consolidation under the name of the Union Pacific Railway Company,
this respondent.

11. Respondent further admits that the Complainant herein owns and
operates the system, of Railway in its said complaint described, and

admits that the facts stated in said complaint as to the general character, extent, equipment operation, value and management are, so far as this respondent is advised, substantially correct; and it admits that the said Complainant pays an annual tax of the general character set forth in the complaint and in the respective states therein named; but the precise amount this respondent is unable to state, and leaves the complainant to its proof thereon: Respondent further admits that the Complainant prior to the time of the filing of its bill in this case and for several years last past has been engaged in a general railway business, and within the state and territories names in the complaint, and has been carrying freight and passengers both local, state and interstate, and that its business has been very large, and that its gross earnings have, so far as this respondent is informed, been substantially as set forth in its said bill of complaint; but the precise extent of the business of the complainant or of its gross receipts or of its operating expenses, or the dividends which it has paid its stockholders, are unknown to respondent and respondent has no information concerning same sufficient to permit it to answer definitely thereunto; and it therefore leaves Complainant to its proofs thereon:

111. Respondent further answering admits that the complainant has had in its employ and has maintained in its service as a railway large number of employees; but as to whether or not it has paid fair and just wages to said employees or to any of them or as to whether or not said employees have families dependant upon their wages for support respondent has no information sufficient to enable it to answer understandingly thereto; but it submits to the court that it is claimed by a large body of engineers more especially described in said bill of complaint as the Brotherhood of Locomotive Engineers, that the wages paid by the said complainant to o

its employes are not just, but that the same are much below the ordinary, usual just and fair wages paid by railway companies under similar circumstances to the same character of employes. But, as to what the fact in respect thereto may be this respondent is unable to answer, and therefore leaves Complainant to its proofs thereon.

IV. Respondent further answering admits that the complainant has in its employ several hundred locomotive engineers who are now engaged in the operation of its locomotives; but it says that it has no information except as derived from the bill as to the competency and reliability of said engineers to perform their duties except such as it derives from the allegations published and made through the public press by the members of the said Brotherhood of Locomotive Engineers; that the engineers now in the employ of the complainant are unskilled, unreliable and unfit to perform the duties to which they are assigned. What the fact may be upon this point this respondent is unable therefore to understandingly state, and leaves complainant to its proofs thereon:

V Respondent further admits that by reason of the system of railway operated by it it does at the various places named in the bill intersect, and form connections with the several lines of railroad operated by the Complainant; and it admits that it does business upon its system of railway in the states and territories named in the bill and that it operates very nearly five thousand miles of railroad covering an area of territory substantially as stated in the bill and it admits that it does an annual business in freight and passenger traffic of about twenty eight millions of dollars. It further admits that it is fully furnished and equipped in all its details, owning and using about the number of engines, freight cars, passenger coaches and employs about the number of employes as set forth in the bill; and it further admits that it now has in its employ seven hundred or more locomotive

engineers who received from it wages mutually agreed upon between them and this respondent; and it admits that the character of their employment and the measure of compensation paid to said engineers is perfectly satisfactory both to this respondent and to said engineers and each and all of them, and it further admits that up to the present time there has been no complaint of any kind made against the compensation which this respondent pays to its said engineers, nor to the character of the employment required of them; nor as to the rules and regulations in force by this respondent with respect to the character of their employment and the duties to be performed by them. But, Respondent says that its locomotive engineers and firemen have since the commencement of the troubles referred to in the said bill repeatedly assured its officers that they the said engineers and foremen had no cause of complaint whatever as against this respondent so far as the relation existing between it and its employes was concerned.

vl. Respondent further admits that a large portion of the territory covered by its said railways depends almost entirely upon it for its connection with the world at large and it admits that the social commercial and industrial interests of this great territory have been largely developed fostered and sustained by its commerce with the rest of the world; and it says that it has to a large extent developed and made possible the settlement of the great territory of country between the Missouri River and the Rocky Mountains: Respondent further admits that as to the traffic originating upon its own lines and destined to points beyond its own system, and as to traffic originating upon the system of the Complainant and consigned to points along or beyond respondent's lines of railway that the same has in years past and is at the present time quite large, and is of immense importance to the

people living and doing business throughout the whole territory of country covered by its said system of railway and is of the considerable importance to this respondent; and that it derives from such traffic a considerable portion of its gross income; and it says that in accordance with its obligation as a common carrier and in compliance with the laws of the United States it has received from the Complainant and has exchanged with it at all points of connection, passengers and freight upon the same ~~same~~ terms and in the same manner that it has received and exchanged like business with all other of its connecting lines; and that it has, up to the time hereinafter stated, in every respect performed its obligation to complainant under the law and has given it the same facilities for the interchange of business as extended to all others of its connecting lines:

Vll. Respondent further answering says, it denies that it has disregarded its obligation as a common carrier and it denies that in open and direct violation of the provisions of the Interstate Commerce law enacted by the Congress of the United States it has during the past several days or during the time alleged in said bill neglected and refused and denies that it still does neglect and refuse, to interchange traffic with complainant at the places named in said bill, or at any place where its lines intersect with those of the complainant; and denies that it has neglected and refused, that it does still neglect and refuse to receive freight and traffic tendered to it in the ordinary course of business of a common carrier by this complainant; and denies that it has neglected and refused, and denies that it does still neglect and refuse to handle the same or to forward the same to destination, whether the said destination be beyond or within the territory covered by its system of railways. Respondent denies that

its agents or any persons authorized by, or having power or authority to answer for it at any place or places either at Kansas City at Denver, at Omaha or at any other point have served notice upon complainant that this respondent will not receive handle, forward

or deliver any traffic or freight which may in future be offered to it by said complainant for forwarding or delivery at destination; and denies that any such person so authorized to answer or serve notice for this respondent has declared that it will not afford to the complainant all facilities whether for interchange of traffic between its line and respondent's the same as it does to all other connecting lines and companies.

VIII. Respondent further answering says that it has been at all times specified in said bill carrying on a general trafficas to freight and passengers with all of its connecting lines; that it has offered to receive from all of the connecting lines; that it has offered to receive from all of them and from the complainant herein as well as from any of the others all traffic consigned

to it at connecting points and has offered to deliver to the complainant all traffic passing over respondent's lines consigned to points upon or beyond the line of the complainant; and it submits that in that respect it has performed its whole duty in the premises except as is hereinafter specifies and it alleges the truth to be that it has at all times insisted and asserted through its officers and authorized agents that it would receive handle and transport all business of the complainant which it was in duty bound under the law to receive from or interchange with it upon the same terms and subject to the same conditions with which it interchanged business with all other of its connecting lines. But, respondent does admit that for reasons and circumstances over which it had no control and which it was impossible for it to

prevent and for which it is not in any manner responsible/it has been unable to interchange business with the said complainant as fully and to the same extent as it has with its other connections as will be more specifically set forth hereinafter:

IX. Respondent further answering admits that for a long time past there has existed throughout the United States and in all the states and territories in which its said railway is operated, a secret organization known and called "The Brotherhood of Locomotive Engineers". It admits that said organization is a secret one, transacting its business in secret session, as respondent is informed, and verily believes, at which none are allowed to be present except regular members thereof, all of whom are bound together by their oaths, rules and laws, customs and governments as set forth in said complaint; and respondent admits that nearly all of the engineers employed upon its said railways are members and verily believes that almost all of the competent engineers in the United States of America are members of and connected with said organization: Respondent says that it has no information except such as is stated in the bill or such as it has derived from the reports published in the public press and from rumor, as to the precise object and character of said organization; and it therefore leaves the complainant to its proofs thereon.

X Respondent further answering admits that by reason of its extensive membership as aforesaid and by reason of the fact that there are but few skilled engineers within the United States of America competent to take charge of and run engines upon the lines of this respondent and by reason of the thorough and perfect organization of the said brotherhood, that it can if it sees fit, to so act stop the operation of respondent said system of railways and in fact stop the operation of the entire system of railways throughout the United States; and can in almost a moment paralyze all the social

commercial industrial and political affairs of this entire United States; and can thereby, as alleged in said complaint, entail upon the people immeasurable and irreparable injury of property, rights

etc. But, Respondent says, that so far as the engineers employed upon its system of railways, and who are also members of said brotherhood are concerned, they are for the most part honest, honorable, reasonable and law abiding citizens and that so far as respondent now knows and so far as its own experience has been with said members of the said brotherhood up to the time of the troubles described in said bill, the influence of the said order and of the members belonging thereto, connected with respondent's said system of railways, has been good and has tended to promote the general welfare of the public at large, and to increase the effectiveness of the operations of its locomotive engineers

and to ensure the safety of the travelling public and to maintain a high standard of excellence both as to skill and personal habits among the locomotive engineers of the respondents' railway system. At the same time respondent is informed and believes that the character of the said organization is such that its members submit absolutely to a sworn allegiance to officers elected by itself the precise designation of its said officers is unknown to the respondent; and that by reason of its said organization there

exists a secret centre of power within the same from which can emanate without a moment's notice an imperative order which will be implicitly obeyed by all members of said organization without regard to the duty which they owe to their employers and to the traveling and commercial public and by virtue of which they may at any time as a body quit the service of any particular system of railways or of all the railways of the country and thereby bring about a cessation of all ~~emerge~~ commerce to the absolute destruction of the prosperity of the entire country.

Respondent says that so strong is the power of this organization that whenever the members of the same refuse to perform any particular character of service for respondent's company as is hereinafter more explicitly set forth, it renders it utterly impossible for this respondent to in any manner perform such service upon its entire system of railways and leaves it either by its officers or agents powerless to interchange business with any connecting line of railroad and powerless to perform its duty as a common carrier under the Acts of Congress of the United States.

XI Respondent further answering admits that one P.M. Arthur now temporarily at the City of Chicago is the Chief of the entire order of the Brotherhood of Locomotive engineers aforesaid and it is informed and verily believes that as such he has power and authority to represent it and to act for it, and for all of its members, in all matters of public concern; and that whatever orders are or may be issued by said Arthur as chief of said organization, the entire brotherhood and all the members thereof are

bound by the requirements of their secret obligation to abide by and perform: Respondent says that it has been informed by many members of said brotherhood of locomotive engineers that whatever orders were or might be issued by said Artgur would be implicitly obeyed by all the members of said organization upon the respondents said railways: And it has been informed and verily believes that whatever action is or may be taken by any of the individual members of said organization employed by it have been, and will be so taken solely by reason of an organized purpose and agreement to so act entered into by all members of said organization, through its several lodges or governing bodies:

XII. Respondent admits that the persons named in Complainant's bill are now in its employ as locomotive engineers; but as to

whether or not said persons, either by themselves, or with other persons have conspired or agreed to injure the operations of complainant in respect to the matters and things as set out in its bill of complaint; respondent has no information sufficient to enable it to make answer to the allegations in respect to the said bill thereto; and it therefore leaves the complainant to its proof

thereon. And, Respondent denies that so far as it is concerned it has entered into any unlawful combination, agreement, confederation or conspiracy whatever with any of said individuals or other person or persons, or corporation, or corporations, to injure the said complainants in respect to the matters and things set forth in its said bill; for any other matter or for any purpose whatever, or for the purpose of disregarding its duty under the law of the land or under the provisions of the several acts of Congress relating thereto: And, it insists that it has been at all times and is now endeavoring to do and perform its duty in the premises, so far as it is possible for it so to do.

XIII Respondent further answering says that upon an examination of the answer filed to said bill of complaint by the several individuals who are made respondents therein, it discovers that in said answer it is alleged that the bill of complaint in this case was filed by virtue of collusion between the Complainant and this Respondent, and that it was so filed for the purpose of oppressing the individuals named in the said bill as respondents, and for other fraudulent and wicked purpose as alleged in said answer. This respondent now says that it is not true that the bill of complaint herein was brought in this Honorable Court by the

Complainant thereto by virtue of any agreement under standing, or collusion of any kind or character whatever, between it and this respondent; but the fact in respect thereto is that from the com-

mencement of the troubles upon Complainants system of railways and from the time that trouble commenced at connecting points upon the line of this respondent with respect to its ability to receive and handle the freight of Complainant 's system, and that the complainant has been at all times hostile to this respondent and has been engaged in a constant attempt to place this respondent in an attitude whereby it would be violating the law of the land and has been constantly endeavoring to force this respondent into a position where it would be compelled to refuse to perform its obligation to said complainant and thereby forfeit its charter as derived by Act of Congress of the United States, and become responsible to said complainant and to various shippers for great damages and penalties under the various provisions of the acts of congress and of the several states through which its system extends : And respondent says that for years past there has existed a great rivalry between the system of railways operated by the complainant and that operated by this respondent and that the complainant has never lost an opportunity at any time to take advantage of every means within its power to deprive this, respondent of its just measure of business and to deprive it of its ability to conduct its affairs in a prosperous and successful manner. And, respondent says that complainant designing and intending to place this respondent in a position where it would be compelled to refuse to perform its duty under the laws of Congress, from the time of the commencement of the strike on the complainant's line up to the present time, commenced at every possible point to tender to respondent large quantities of freight for shipment over, its said system of railways well knowing that the locomotive engineers of this respondent had entered into some sort of secret arrangement by virtue of which they were to refuse

to handle all of complainants freight of every kind whatever, upon the lines of this respondents, and intending to force this respondent either to refuse to receive such freight from the complainant and to thereby forfeit its charter rights and to render itself liable to the infliction of great penalties and to the recovery of great damages, or else to force this respondent into a position with respect to the relations existing between itself and its locomotive engineers where its said locomotive engineers would abandon the service of this respondent and thereby entirely stop the operation of its said system of railways; and respondent charges the fact to be that the complainant having in a great measure manned its system of railways with a body of locomotive engineers and firemen who are not members of the brotherhood afore said, is now endeavoring to drive all of its connecting and competing lines into a state of prostration by forcing upon them large quantities of its freight at connecting points and thereby endeavoring to induce the locomotive engineers belonging to the brotherhood and operating said system to entirely quit the service of all such railway companies; which result would stop the operation of all connecting and competing lines and would leave the complainant master of the entire situation and would leave the complainant the only railway in the whole section of country throughout which its system is operated able to transact its business, and would thereby ruin all of its connecting lines; and at the same time greatly increase its own prosperity and success: Respondent admits that it is true that it was informed by said complainant before its said bill of complaint was filed that it proposed to bring such complaint against it in the Circuit Court of the United States for the District of Nebraska, and that complainant for several days repeatedly threatened to bring such complaint against respondent, and for that purpose repeatedly tendered to it large

quantities of freight at all of its connecting points and served a great number of notices upon it, its officers and agents, to the effect that it demanded from this respondent immediate transportation of all such freight tendered to it at such connecting points over its system of railways in the usual and ordinary course of business; and threatened for several days that in case this respondent failed or was unable to comply with such demands to bring a bill of complaint against it in the Circuit Court of the United States for the District of Nebraska, to compel it to receive and transport all such freight; and upon failure so to do by reason of circumstances wholly beyond the control of its officers and agents to force it into an attitude of disobeying the law and thereby compel it to forfeit its charter rights and to leave it in such a situation that the government of the United States could take from it its entire system of railways and leave the complainant in a position where it would be without a rival in the great section of country throughout which respondent system of railways extends. And respondent further says that before the bringing of said bill it repeatedly urged the officers of complainants said system not to take any steps to force it into such a dangerous and unfortunate position; and repeatedly urged the officers of complainant not to tender it freight at connecting points and repeatedly insisted to the complainant that by reason of the condition of things hereinafter more fully set forth it was wholly unable to accept, receive or transport freight coming from complainants lines upon the same terms and conditions that it received and transported freight coming from other of its connecting lines; and repeatedly urged upon complainant the fact that its persistence in so doing would certainly and surely bring about a condition of things whereby all the locomotive engineers employed upon respondent system of railways would quit its service and

thereby compel the stoppage of all its operations without working any good result to the complainant; But, respondent says that the complainant refused to be governed by any such requests made of it and persisted in its continued demands as aforesaid and followed up such persistence and continued demands by bringing this bill against this respondent.

XLV. Respondent further answering says that it is advised and fully believes that it has been agreed by and between all of the locomotive engineers in the United States belonging to the said organization called the Brotherhood of Locomotive Engineers, and that it has been agreed by and between all of the locomotive enginners and foremen operating the engines upon respondent's system of railways that they will not in any manner with their engines receives, switch, handle, transport or deliver any cars or freight ~~which~~ which are tendered by said complainants company to this respondent at any of its connecting points; or at any place upon the lines of this respondent; and that it has been fully agreed and determined upon by said association of locomotive engineers that sooner than to handle any of the cars or freight of said complainant as aforesaid, upon the system of railways operated by this respondent that they, each and all, will quit the service of this respondent and thereby absolutely deprive it of the power of operation of its said system of railways; and respondent says that by reason of the fact that there are not sufficient skilled engineers within the United States whose services can be procured for the operation of the engines upon respondent's line of railways outside of those belonging to said brotherhood of locomotive engineers that such action upon the part of the engineers operating the engines upon its system, would wholly deprive it of the power to conduct its business, and would paralyze the entire commerce of the section of

country traversed by its railway lines as aforesaid. And respondent says that such action would also compel this respondent to take all of its rolling stock of every character off from its roads to house and store the same and to entirely stop the operation of its said system of railways, discharge every man connected with its operating and other departments, and that such a condition of affairs would necessarily remain for a great length of time thereby not only absolutely destroying the prosperity of

this respondent but bringing about such disaster throughout the entire western portion of this country as has never yet been known.

Respondent says that it is informed and verily believes and has been so notified that P.M. Arthur the chief of said brotherhood of locomotive engineers has telegraphed an order to the locomotive engineers upon respondents said system of railways ordering and directing them not to receive, handle, switch or transport any cars or freight of the said complainant upon respondent's system of railways. And respondents further says that it has been notified by its locomotive engineers upon several of its divisions that they will not receive, switch, handle or transport any freight or cars upon respondents lines coming from or belonging to said complainants system; and respondent says that for some days last past at all points upon its lines its locomotive engineers have absolutely refused to receive, switch, handle or transport any freight or cars tender this respondent by said complainant at any connection points and upon any part of its entire system of railways

and respondents says that it is informed and verily believes that the entire body of its locomotive engineers and firemen in its employ have agreed together so to act, and have further agreed that wherever any of said engineers or firemen are ordered with their engines to couple on to or move any car or freight tendered or received from complainants company, that they will immediately leave the service, of this company and refuse to any further per-

form their duties as such engineers and firemen.

XV. Respondent further says that it has in good faith and

to the utmost of its ability attempted to perform all of its duties and obligations towards complainants company that it has not done so through any desire to aid the complainant in any respect whatever; that it has no feeling of friendship for the said

complainant and has no reason or cause to attempt to assist it in any manner whatever; but that it has endeavored to perform its duties towards said complainant under the law of the land impelled wholly by a desire to perform its whole duty as it feels itself obliged to do under the various acts of congress and of the

several states and territories through which its said system of railways extends; but, respondent says that it finds itself utterly powerless in the premises and unable to receive or transport any freight or cars tendered to it by complainants Company at

any of its connecting points or at any other place by reason of the fact that its entire body of locomotive engineers and foremen refuse whenever ordered so to do to receive, switch, haul, or transport any of the freight or cars aforesaid; and respondent says that it has at its yards in Omaha, Council Bluffs, Kansas City, Grand Island, Denver and Cheyenne and at all other of its connecting points ordered and directed its engineers and foremen operating within said yards to receive, switch, haul, handle and transport cars and freight tendered to it from the said complainants company; and

has in that respect performed its whole duty under the law of the land and under the acts of congress of the United States; but it says that in every instance where it has so ordered and directed its engineers and firemen to so act, that as soon as said engineers and firemen saw or understood that there was within the train to be coupled on by them, or among the cars to be switched or hauled, or transported, by them, any cars belonging to or received from

ceived from or tendered by said complainant, that each of said engineers and firemen without exception were immediately attacked by a new and a strange disorder which respondent is unable to designate except as it has been by common report designated as the "Q Colic"; and that by reason of the appearance and peculiar action of said new and hitherto undiscovered disease so attacking each of its engineers and firemen when ordered to come into personal or professional contact with any of the freight or cars of the complainants company, each of its said engineers and firemen have immediately refused to obey the orders of this respondent and have assigned as a reason therefor that they were unable to perform the duties required of them by reason of severe illness and have immediately left their engines and retired to their rooms, leaving the engines without persons to manage them or operate them and in every instance where respondent has put new men upon the engines and has ordered them to perform the duty required of the set of men so leaving the same, the same disease has attacked the newmen in every case wherever the same circumstances existed. And respondent now submits to this court that by reason of the action of said brotherhood and by reason of the organization and agreement entered into between all of its locomotive engineers and firemen and of those of the entire country, that it is utterly unable to receive or handle or transport cars or freight or the business of the complainant; but it says that it is doing its whole duty in the premises that it is in every instance issuing the necessary orders and that so far as it can possibly secure proper locomotive force with which to act it will at all times perform its duty to the complainant in the premises. Respondent further answering says that when its engineers so refuse under the pretext aforesaid to obey its orders it has

no alternative except either to receive the excuse so made or to discharge the men making the same, from its employment; that it has no way, and it knows of no way, by which it can compel them to obey its said orders; that to enforce the penalty of disobedience by discharging them from its service would in a very short time entirely deprive it of its entire force of locomotive engineers and foremen and respondent says that it is advised and thoroughly believes that it has been greed upon by said brotherhood of locomotive engineers and by the locomotive engineers upon its said system of railways, that in the event of the discharge of any of the said engineers or firemen by reason of their refusal or failure to comply with its orders regarding the receiving handling hauling switching or transporting of freight or cars of the complainant, that its entire force of engineers and firemen will immediately quit its service and leave it entirely helpless and without power to operate its system of railways.

Respondents therefore submits that it has done, and is doing every thing within its power and possible to perform its duty towards the complainant under the law, that it has given all necessary directions and orders in respect to the business tendered to it by the complainant and that any failure upon its part to handle the business tendered to it by the complainant upon the same terms and in the same manner as that which it receives from other of its connecting lines has been caused and is caused, wholly and entirely by reason of its inability to compel its locomotive engineers and firemen to obey its orders.

xv1. Respondent says that in consideration of the premises aforesaid it has discharged and is discharging its whole duty towards the complainant; that as a corporation it is complying with the common law, with the sever acts of congress affecting it, and with

the acts of the several states and territories which its system is operated that it is using every means within its power to comply with the requirements of all existing laws applicable to the situation of affairs, and it proposes to receive handle and transport and interchange with the complainant at all of its connecting points what ever business may be tendered to it in the same manner that it will receive, handle, transmit, and interchange the business of, or with, any other of its connecting lines; and any failure on its part to successfully so do is not in any manner the fault of this corporation respondent, or of any of its officers or persons in charge of its affairs: And this Respondent denies all, and all manner of unlawful combination, confederacy and conspiracy wherewith it is by said bill charged without this, that there is no other matter, cause or thing in the said complainants said bill of complaint contained material or necessary for this defendant to make answer unto, and not hereinbefore hereby well and sufficiently answered, confessed, traversed and avoided and denied is true to the knowledge or belief of this defendant of which matters and things this defendant is ready and willing to aver, maintain and prove as this honorable court shall direct, and humbly prays to be hence dismissed with ^{its} ~~the~~ reasonable costs, charges in this behalf most wrongfully sustained.

The Union Pacific Railway Company

By John M. Thurston, Its General Attorney

W. R. Kelly of Counsel.

No. 169 M.

In Circuit Court of United States

for District of Nebraska

IN EQUITY.

Chicago, Burlington & Quincy

R.R. Co.

vs.

The Union Pacific Railway Co. et al

Answer of U.P.R.

Filed May 16, 1883

Elmer D. Frank, Clerk.

John M. Thurston, Attorney for
Respondents.

In the Circuit Court of the United States for
the District of Nebraska.

The Chicago, Burlington and Quincy Railroad Company,
Complainant

vs.

The Union Pacific Railway Company, impleaded with others
Defendants.

/ The defendant above named, The Union Pacific Railway Company,
now and at all times hereafter saving to itself all and all manner
of benefit or advantage of exception or otherwise, that can or may
be had or taken to the many errors, uncertainties and imperfections
in the said Bill contained, for answer thereto or to so much thereto
as this defendant is advised it is material or necessary to make
answer, answering saith:

1. It admits that the Complainant is a corporation organized and
existing under and by virtue of the laws of the State of Illinois,
as alleged in its said Bill of Complaint: and it further admits
that the Union Pacific Railway Company is a corporation duly or-
ganized and existing as such under and by virtue of the laws of
the United States, and is composed of the corporation created by
Act of Congress under the name and title of The Union Pacific
Railroad Company and the corporation created under and by virtue
of the of the laws of Congress known and called as the Kansas
Pacific Railroad Company, which said two corporations before the
commencement of this case became consolidated under and by virtue
of the Act of the Congress of the United States authorizing such
consolidation under the name of the Union Pacific Railway Company,
this respondent.

11. Respondent further admits that the Complainant herein owns and
operates the system, of Railway in its said complaint described, and

admits that the facts stated in said complaint as to the general character, extent, equipment operation, value and management are, so far as this respondent is advised, substantially correct; and it admits that the said Complainant pays an annual tax of the general character set forth in the complaint and in the respective states therein named; but the precise amount this respondent is unable to state, and leaves the complainant to its proof thereon: Respondent further admits that the Complainant prior to the time of the filing of its bill in this case and for several years last past has been engaged in a general railway business, and within the state and territories named in the complaint, and has been carrying freight and passengers both local, state and interstate, and that its business has been very large, and that its gross earnings have, so far as this respondent is informed, been substantially as set forth in its said bill of complaint; but the precise extent of the business of the complainant or of its gross receipts or of its operating expenses, or the dividends which it has paid its stockholders, are unknown to respondent and respondent has no information concerning same sufficient to permit it to answer definitely thereunto; and it therefore leaves Complainant to its proofs thereon:

111. Respondent further answering admits that the complainant has had in its employ and has maintained in its service as a railway large number of employees; but as to whether or not it has paid fair and just wages to said employees or to any of them or as to whether or not said employees have families dependant upon their wages for support respondent has no information sufficient to enable it to answer understandingly thereto; but it submits to the court that it is claimed by a large body of engineers more especially described in said bill of complaint as the Brotherhood of Locomotive Engineers, that the wages paid by the said complainant to o

its employees are not just, but that the same are much below the ordinary, usual just and fair wages paid by railway companies under similar circumstances to the same character of employees. But, as to what the fact in respect thereto may be this respondent is unable to answer, and therefore leaves Complainant to its proofs thereon.

IV. Respondent further answering admits that the complainant has in its employ several hundred locomotive engineers who are now engaged in the operation of its locomotives; but it says that it has no information except as derived from the bill as to the competency and reliability of said engineers to perform their duties except such as it derives from the allegations published and made through the public press by the members of the said Brotherhood of Locomotive Engineers; that the engineers now in the employ of the complainant are unskilled, unreliable and unfit to perform the duties to which they are assigned. What the fact may be upon this point this respondent is unable therefore to understandingly state, and leaves complainant to its proofs thereon:

V Respondent further admits that by reason of the system of railway operated by it it does at the various places named in the bill intersect, and form connections with the several lines of railroad operated by the Complainant; and it admits that it does business upon its system of railway in the states and territories named in the bill and that it operates very nearly five thousand miles of railroad covering an area of territory substantially as stated in the bill and it admits that it does an annual business in freight and passenger traffic of about twenty eight millions of dollars. It further admits that it is fully furnished and equipped in all its details, owning and using about the number of engines, freight cars, passenger coaches and employs about the number of employees as set forth in the bill; and it further admits that it now has in its employ seven hundred or more locomotive

engineers who received from it wages mutually agreed upon between them and this respondent; and it admits that the character of their employment and the measure of compensation paid to said engineers is perfectly satisfactory both to this respondent and to said engineers and each and all of them, and it further admits that up to the present time there has been no complaint of any kind made against the compensation which this respondent pays to its said engineers, nor to the character of the employment required of them; nor as to the rules and regulations in force by this respondent with respect to the character of their employment and the duties to be performed by them. But, Respondent says that its locomotive engineers and firemen have since the commencement of the troubles referred to in the said bill repeatedly assured its officers that they the said engineers and firemen had no cause of complaint whatever as against this respondent so far as the relation existing between it and its employees was concerned.

vl. Respondent further admits that a large portion of the territory covered by its said railways depends almost entirely upon it for its connection with the world at large and it admits that the social commercial and industrial interests of this great territory have been largely developed fostered and sustained by its commerce with the rest of the world; and it says that it has to a large extent developed and made possible the settlement of the great territory of country between the Missouri River and the Rocky Mountains: Respondent further admits that as to the traffic originating upon its own lines and destined to points beyond its own system, and as to traffic originating upon the system of the Complainant and consigned to points along or beyond respondent's lines of railway that the same has in years past and is at the present time quite large, and is of immense importance to the

people living and doing business throughout the whole territory of country covered by its said system of railway and is of the considerable importance to this respondent;and that it derives from such traffic a considerable portion of its gross income;and it says that in accordance with its obligation as a common carrier and in compliance with the laws of the United States it has received from the Complainant and has exchanged with it at all points of connection,passengers and freight upon the same ~~terms~~ terms and in the same manner that it has received and exchanged like business with all other of its connecting lines;and that it has,up to the time hereinafter stated,in every respect performed its obligation to complainant under the law and has given it the same facilities for the interchange of business as extended to all others of its connecting lines:

VII. Respondent further answering says,it denies that it has disregarded its obligation as a common carrier and it denies that in open and direct violation of the provisions of the Interstate Commerce law enacted by the Congress of the United States it has during the past several days or during the time alleged in said bill neglected and refused and denies that it still does neglect and refuse,to interchange traffic with complainant at the places named in said bill,or at any place where its lines intersect with those of the complainant;and denies that it has neglected and refused,that it does still neglect and refuse to receive freight and traffic tendered to it in the ordinary course of business of a common carrier by this complainant;and denies that it has neglected and refused,and denies that it does still neglect and refuse to handle the same or to forward the same to destination,whether the said destination be beyond or within the territory covered by its system of railways. Respondent denies that

its agents or any persons authorized by, or having power or authority to answer for it at any place or places either at Kansas City at Denver, at Omaha or at any other point have served notice upon complainant that this respondent will not receive handle, forward or deliver any traffic or freight which may in future be offered to it by said complainant for forwarding or delivery at destination; and denies that any such person so authorized to answer or serve notice for this respondent has declared that it will not afford to the complainant all facilities whether for interchange of traffic between its line and respondent's the same as it does to all other connecting lines and companies.

VIII. Respondent further answering says that it has been at all times specified in said bill carrying on a general traffic as to freight and passengers with all of its connecting lines; that it has offered to receive from all of the connecting lines; that it has offered to receive from all of them and from the complainant herein as well as from any of the others all traffic consigned to it at connecting points and has offered to deliver to the complainant all traffic passing over respondent's lines consigned to points upon or beyond the line of the complainant; and it submits that in that respect it has performed its whole duty in the premises except as is hereinafter specified and it alleges the truth to be that it has at all times insisted and asserted through its officers and authorized agents that it would receive handle and transport all business of the complainant which it was in duty bound under the law to receive from or interchange with it upon the same terms and subject to the same conditions with which it interchanged business with all other of its connecting lines. But, respondent does admit that for reasons and circumstances over which it had no control and which it was impossible for it to

prevent and for which it is not in any manner responsible/it has been unable to interchange business with the said complainant as fully and to the same extent as it has with its other connections as will be more specifically set forth hereinafter:

IX. Respondent further answering admits that for a long time past there has existed throughout the United States and in all the states and territories in which its said railway is operated, a secret organization known and called "The Brotherhood of Locomotive Engineers". It admits that said organization is a secret one, transacting its business in secret session, as respondent is informed, and verily believes, at which none are allowed to be present except regular members thereof, all of whom are bound together by their oaths, rules and laws, customs and governments as set forth in said complaint; and respondent admits that nearly all of the engineers employed upon its said railways are members and verily believes that almost all of the competent engineers in the United States of America are members of and connected with said organization: Respondent says that it has no information except such as is stated in the bill or such as it has derived from the reports published in the public press and from rumor, as to the precise object and character of said organization; and it therefore leaves the complainant to its proofs thereon.

X Respondent further answering admits that by reason of its extensive membership as aforesaid and by reason of the fact that there are but few skilled engineers within the United States of America competent to take charge of and run engines upon the lines of this respondent and by reason of the thorough and perfect organization of the said brotherhood, that it can if it sees fit, to so act as to stop the operation of respondent said system of railways and in fact stop the operation of the entire system of railways throughout the United States; and can in almost a moment paralyze all the social

commercial industrial and political affairs of this entire United States; and can thereby, as alleged in said complaint, entail upon the people immeasurable and irreparable injury of property, rights

etc. But, Respondent says, that so far as the engineers employed upon its system of railways, and who are also members of said brotherhood are concerned, they are for the most part honest, honorable, reasonable and law abiding citizens and that so far

as respondent now knows and so far as its own experience has been with said members of the said brotherhood up to the time of the troubles described in said bill, the influence of the said order and of the members belonging thereto, connected with respondent's said system of railways, has been good and has tended to promote the general welfare of the public at large/and to increase the effectiveness of the operations of its locomotive engineers

and to ensure the safety of the travelling public and to maintain a high standard of excellence both as to skill and personal habits among the locomotive engineers of the respondents' railway system.

At the same time respondent is informed and believes that the character of the said organization is such that its members submit absolutely to a sworn allegiance to officers elected by itself the precise designation of its said officers is unknown to the respondent; and that by reason of its said organization there

exists a secret centre of power within the same from which can emanate without a moments notice an imperative order which will be implicitly obeyed by all members of said organization without regard to the duty which they owe to their employers and to the traveling and commercial public and by virtue of which they may at any time as a body quit the service of any particular system of railways or of all the railways of the country and thereby bring about a cessation of all ~~general~~ commerce to the absolute destruction of the prosperity of the entire country.

Respondent says that so strong is the power of this organization that whenever the members of the same refuse to perform any particular character of service for respondent's company as is hereinafter more explicitly set forth, it renders it utterly impossible for this respondent to in any manner perform such service upon its entire system of railways and leaves it utterly by its officers or agents powerless to interchange business with any connecting line of railroad and powerless to perform its duty as a common carrier under the Acts of Congress of the United States.

XI Respondent further answering; admits that one P.M. Arthur now temporarily at the City of Chicago is the Chief of the entire order of the Brotherhood of Locomotive engineers aforesaid and it is informed and verily believes that as such he has power and authority to represent it and to act for it, and for all of its members, in all matters of public concern; and that whatever orders are or may be issued by said Arthur as chief of said organization, the entire brotherhood and all the members thereof are

bound by the requirements of their secret obligation to abide by and perform: Respondent says that it has been informed by many members of said brotherhood of locomotive engineers that whatever orders were or might be issued by said Arthur would be implicitly obeyed by all the members of said organization upon the respondent's said railways: And it has been informed and verily believes that whatever action is or may be taken by any of the individual members of said organization employed by it have been, and will be so taken solely by reason of an organized purpose and agreement to so act entered into by all members of said organization, through its several lodges or governing bodies:

XII. Respondent admits that the persons named in Complainant's bill are now in its employ as locomotive engineers; but as to

whether or not said persons, either by themselves, or with other persons have conspired or agreed to injure the operations of complainant in respect to the matters and things as set out in its bill of complaint; respondent has no information sufficient to enable it to make answer to the allegations in respect to the said bill thereto; and it therefore leaves the complainant to its proof

thereon. And, Respondent denies that so far as it is concerned it has entered into any unlawful combination, agreement, confederation or conspiracy whatever with any of said individuals or other person or persons, or corporation, or corporations, to injure the said complainants in respect to the matters and things set forth in its said bill; or any other matter or for any purpose whatever, or for the purpose of **disregarding** its duty under the law of the land or under the provisions of the several acts of Congress relating thereto: And, it insists that it has been at all times and is now endeavoring to do and perform its duty in the premises, so far as it is possible for it so to do.

XIII Respondent further answering says that upon an examination of the answer filed to said bill of complaint by the several individuals who are made respondents therein, it discovers that in said answer it is alleged that the bill of complaint in this case was filed by virtue of collusion between the Complainant and this Respondent, and that it was so filed for the purpose of oppressing the individuals named in the said bill as respondents, and for other fraudulent and wicked purpose as alleged in said answer. This respondent now says that it is not true that the bill of complaint herein was brought in this Honorable Court by the

Complainant thereto by virtue of any agreement under standing, or collusion of any kind or character whatever, between it and this respondent; but the fact in respect thereto is that from the com-

menacement of the troubles upon Complainant's system of railways and from the time that trouble commenced at connecting points upon the line of this respondent with respect to its ability to receive and handle the freight of Complainant's system, and that the complainant has been at all times hostile to this respondent and has been engaged in a constant attempt to place this respondent in an attitude whereby it would be violating the law of the land and has been constantly endeavoring to force this respondent into a position where it would be compelled to refuse to perform

its obligation to said complainant and thereby forfeit its charter as derived by Act of Congress of the United States, and become responsible to said complainant and to various shippers for great damages and penalties under the various provisions of the acts of congress and of the several states through which its system extends : And respondent says that for years past there has existed a great rivalry between the system of railways operated by the complainant and that operated by this respondent and that the complainant has never lost an opportunity at any time to take advantage of every means within its power to deprive this, respondent of its just measure of business and to deprive it of its ability to conduct its affairs in a prosperous and successful manner. And, respondent says that complainant designing and intending

to place this respondent in a position where it would be compelled to refuse to perform its duty under the laws of Congress, from the time of the commencement of the trouble on the complainant's line up to the present time, commenced at every possible point to tender to respondent large quantities of freight for shipment over, its said system of railways well knowing that the locomotive engineers of this respondent had entered into some sort of secret arrangement by virtue of which they were to refuse

to handle all of complainants freight of every kind whatever, upon the lines of this respondents, and intending to force this respondent either to refuse to receive such freight from the complainant and to thereby forfeit its charter rights and to render itself liable to the infliction of great penalties and to the recovery of great damages, or else to serve this respondent into a position with respect to the relations existing between itself and its locomotive engineers where its said locomotive engineers would abandon the service of this respondent and thereby entirely stop the operation of its said system of railways; and respondent charges the fact to be that the complainant having in a great measure harmed its system of railways with a body of locomotive engineers and firemen who are not members of the brotherhood afore said, is now endeavoring to drive all of its connecting, and competing lines into a state of prostration by forcing upon them large quantities of its freight at connecting points and thereby endeavoring to induce the locomotive engineers belonging to the brotherhood and operating said system to entirely quit the service of all such railway companies; which result would stop the operation of all connecting and competing lines and would leave the complainant master of the entire situation and would leave the complainant the only railway in the whole section of country throughout which its system is operated able to transact its business; and would thereby ruin all of its connecting lines; and at the same time greatly increase its own prosperity and success: Respondent admits that it is true that it was informed by said complainant before its said bill of complaint was filed that it proposed to bring such complaint against it in the Circuit Court of the United States for the District of Nebraska, and that complainant for several days repeatedly threatened to bring such complaint against respondent, and for that purpose repeatedly tendered to it large

quantities of freight at all of its connecting points and served a great number of notices upon it, its officers and agents, to the effect that it demanded from this respondent immediate transportation of all such freight tendered to it at such connecting points over its system of railways in the usual and ordinary course of business; and threatened for several days that in case this respondent failed or was unable to comply with such demands to bring a bill of complaint against it in the Circuit Court of the United States for the District of Nebraska, to compel it to receive and transport all such freight; and upon failure so to do by reason of circumstances wholly beyond the control of its officers and agents to force it into an attitude of disobeying the law and thereby compel it to forfeit its charter rights and to leave it in such a situation that the government of the United States could take from it its entire system of railways and leave the complainant in a position where it would be without a rival in the great section of country throughout which respondent system of railways extends. And respondent further says that before the bringing of said bill it repeatedly urged the officers of complainants said system not to take any steps to force it into such a dangerous and unfortunate position; and repeatedly urged the officers of complainant not to tender it freight at connecting points and repeatedly insisted to the complainant that by reason of the condition of things hereinafter more fully set forth it was wholly unable to accept, receive or transport freight coming from complainants lines upon the same terms and conditions that it received and transported freight coming from other of its connecting lines; and repeatedly urged upon complainant the fact that its persistence in so doing would certainly and surely bring about a condition of things whereby all the locomotive engineers employed upon respondent system of railways would quit its service and

thereby compel the stoppage of all its operations without working any good result to the complainant; but, respondent says that the complainant refused to be governed by any such requests made of it and persisted in its continued demands as aforesaid and followed up such persistence and continued demands by bringing this bill against this respondent.

XIV. Respondent further answering says that it is advised and fully believes that it has been agreed by and between all of the locomotive engineers in the United States belonging to the said organization called the Brotherhood of Locomotive Engineers, and that it has been agreed by and between all of the locomotive engineers and firemen operating the engines upon respondent's system of railways that they will not in any manner with their engines receive, switch, handle, transport or deliver any cars or freight ~~and~~ which are tendered by said complainant's company to this respondent at any of its connecting points; or at any place upon the lines of this respondent; and that it has been fully agreed and determined upon by said association of locomotive engineers that sooner than to handle any of the cars or freight of said complainant as aforesaid, upon the system of railways operated by this respondent that they, each and all, will quit the service of this respondent and thereby absolutely deprive it of the power of operation of its said system of railways; and respondent says that by reason of the fact that there are not sufficient skilled engineers within the United States whose services can be procured for the operation of the engines upon respondent's line of railways outside of those belonging to said brotherhood of locomotive engineers that such action upon the part of the engineers operating the engines upon its system, would wholly deprive it of the power to conduct its business, and would paralyze the entire commerce of the section of

country traversed by its railway lines as aforesaid. And respondent says that such action would also compel this respondent to take all of its rolling stock of every character off from its roads to house and store the same and to entirely stop the operation of its said system of railways, discharge every man connected with its operating and other departments, and that such a condition of affairs would necessarily remain for a great length of time thereby not only absolutely destroying the prosperity of

this respondent but bringing about such disaster throughout the entire western portion of this country as has never yet been known.

Respondent says that it is informed and verily believes and has been so notified that P.M. Arthur the chief of said brotherhood of locomotive engineers has telegraphed an order to the locomotive engineers upon respondents said system of railways ordering and directing them not to receive, handle, switch or transport any cars or freight of the said complainant upon respondent's system of railways. And respondents further says that it has been notified by its locomotive engineers upon several of its divisions that they will not receive, switch, handle or transport any freight or cars upon respondents lines coming from or belonging to said complainants system; and respondent says that for some days last past at all points upon its lines its locomotive engineers have absolutely refused to receive, switch, handle or transport any freight or cars tendered this respondent by said complainant at any connection points and upon any part of its entire system of railways

and respondents says that it is informed and verily believes that the entire body of its locomotive engineers and firemen in its employ have agreed together so to act, and have further agreed that wherever any of said engineers or firemen are ordered with their engines to couple on to or move any car or freight tendered or received from complainants company, that they will immediately leave the service, of this company and refuse to any further per-

engines to couple on to or move any car or freight tendered or received from complainants company, that they will immediately leave the service, of this company and refuse to any further per-

from their duties as such engineers and firemen.

XV. Respondent further says that it has in good faith and to the utmost of its ability attempted to perform all of its duties and obligations towards complainants company that it has not done so through any desire to aid the complainant in any respect whatever; that it has no feeling of friendship for the said complainant and has no reason or cause to attempt to assist it in any manner whatever; but that it has endeavored to perform its duties towards said complainant under the law of the land impelled wholly by a desire to perform its whole duty as it feels itself obliged to do under the various acts of congress and of the several states and territories through which its said system of railways extends; but, respondent says that it finds itself utterly powerless in the premises and unable to receive or transport any freight or cars tendered to it by complainants Company at any of its connecting points or at any other place by reason of the fact that its entire body of locomotive engineers and foremen refuse whenever ordered so to do to receive, switch, haul, or transport any of the freight or cars aforesaid; and respondent says that it has at its yards in Omaha, Council Bluffs, Kansas City, Grand Island, Denver and Cheyenne and at all other of its connecting points ordered and directed its engineers and foremen operating within said yards to receive, switch, haul, handle and transport cars and freight tendered to it from the said complainants company; and has in that respect performed its whole duty under the law of the land and under the acts of congress of the United States; but it says that in every instance where it has so ordered and directed its engineers and foremen to so act, that as soon as said engineers and firemen saw or understood that there was within the train to be coupled on by them, or ordered the cars to be switched or hauled, or transported, by them, any cars belonging to or re-

ceived from or tendered by said complainant, that each of said engineers and firemen without exception were immediately attacked by a new and a strange disorder which respondent is unable to designate except as it has been by common report designated as the "Q Colic"; and that by reason of the appearance and peculiar action of this new and hitherto undiscovered disease so attacking each of its engineers and firemen when ordered to come into personal or professional contact with any of the freight or cars of the complainants company, each of its said engineers and firemen have immediately refused to obey the orders of this respondent and have assigned as a reason therefor that they were unable to perform the duties required of them by reason of severe illness and have immediately left their engines and retired to their rooms, leaving the engines without persons to manage them or operate them and in every instance where respondent has put new men upon the engines and has ordered them to perform the duty required of the set of men so leaving the same, the same disease has attacked the new men in every case wherever the same circumstances existed And respondent now submits to this court that by reason of the action of said brotherhood and by reason of the organization and agreement entered into between all of its locomotive engineers and firemen and of those of the entire country, that it is utterly unable to receive or handle or transport cars or freight or the business of the complainant; but it says that it is doing its whole duty in the premises that it is in every instance issuing the necessary orders and that so far as it can possibly secure proper locomotive force with which to act it will at all times perform its duty to the complainant in the premises. Respondent further answering says that when its engineers so refuse under the pretext aforesaid to obey its orders it has

no alternative except either to receive the excuse so made or to discharge the men making the same, from its employment; that it has no way, and it knows of no way, by which it can compel them to obey its said orders; that to enforce the penalty of disobedience by discharging them from its service would in a very short time entirely deprive it of its entire force of locomotive engineers and firemen and respondent says that it is advised and thoroughly believes that it has been agreed upon by said brotherhood of locomotive engineers and by the locomotive engineers upon its said system of railways, that in the event of the discharge of any of the said engineers or firemen by reason of their refusal or failure to comply with its orders regarding the receiving handling switching or transporting of freight or cars of the complainant, that its entire force of engineers and firemen will immediately quit its service and leave it entirely helpless and without power to operate its system of railways.

Respondent therefore submits that it has done, and is doing every thing within its power and possible to perform its duty towards the complainant under the law, that it has given all necessary directions and orders in respect to the business tendered to it by the complainant and that any failure upon its part to handle the business tendered to it by the complainant upon the same terms and in the same manner as that which it receives from other of its connecting lines has been caused and is caused, wholly and entirely by reason of its inability to compel its locomotive engineers and firemen to obey its orders.

xvii. Respondent says that in consideration of the premises aforesaid it has discharged and is discharging its whole duty towards the complainant; that as a corporation it is complying with the common law, with the cover acts of congress affecting it, and with

the acts of the several states and territories which its system is operated that it is using every power within its power to comply with the requirements of all existing laws applicable to the situation of affairs, and it proposes to receive, handle and transport and interchange with the complainants at all of its connecting points what ever business may be tendered to it in the same manner that it will receive, handle, transmit, and interchange the business of, or with, any other of its connecting lines; and any failure on its part to successfully so do is not in any manner the fault of this corporation respondent, or of any of its officers or persons in charge of its affairs: And this Respondent denies all, and all manner of unlawful combination, confederacy and conspiracy wherewith it is by said bill charged without this, that there is no other matter, cause or thing in the said complainants said bill of complaint contained material or necessary for this defendant to make answer unto, and not hereinbefore heretofore well and sufficiently answered, confessed, traversed and avoided and denied is true to the knowledge or belief of this defendant of which matters and things this defendant is ready and willing to aver, maintain and prove as this honorable court shall direct, and humbly prays to be hence dismissed with ^{the} ~~this~~ reasonable costs, charges in this behalf most wrongfully sustained.

The Union Pacific Railway Company

by John M. Thurston, Its General Attorney

W. H. Kelly of Counsel.

No. 169 M.

In Circuit Court of United States
for the District of Nebraska

In Equity.

Chicago, Burlington & Quincy R.R. Co.

vs.

The Union Pacific Railway Co. et al

Answer of U.P.R'y

Filed Mar 16, 1888

Elmer D. Frank, Clerk

John M. Thurston,

Attorney for Respondent

62113

In the Circuit Court of the U.S.
for the District of Nebraska.

The C.H. & Q.R.R.CO.

vs.

In equity.

The Union Pacific Railroad Co.

Nicholas Weeks and others

BILL FOR MANDATORY INJUNCTION.

D u n d y, Judge:

This suit is brought for the purpose of compelling the Union Pacific Railroad Company, its officers, managers, agents and employees to discharge the duties enjoined on them by law, duties which it is claimed, they owe alike to the public and the plaintiff in this suit.

It is stated in the bill that the plaintiff is a common carrier, and is now engaged in interstate commerce and is subject to the law of the United States that was recently passed to regulate that sort of traffic: that the Union Pacific Railroad Co., was organized under a law of the United States, and is also a common carrier and engaged in interstate commerce; that the defendant road has declined and still refuses to transport and carry over its lines, at least a portion of plaintiffs cars, without any just or reasonable or lawful cause or excuse therefor, thereby discriminating against the plaintiff, in the operation of its road and the transposition of its business in violation of law. That the two roads have facilities for interchanging of freight and cars and that the plaintiff is not afforded the same opportunities for moving its cars and transporting its freights as the defendant road affords to other lines of railroad similarly situated: That bill further shows that law stated, conductors, and servants of employees of the defendant engaged in operating the road, some or all of them being locomotive engineers; that they have do-

clined and still refuse to take and receive and transport over the deft. road, at least a portion of the plaintiffs cars without valid reason or lawful excuse thereby discriminating against the plaintiff and its business, and solely because the cars so refused belong to the plaintiff in this suit. It is further alleged that the said defendants with others, have combined, confederated and conspired together for the purpose of preventing the interchange of traffic between the said roads, and especially to prevent the plaintiffs cars from being transported and hauled over any part of the Union Pacific system of roads thereby violating the provisions of the interstate commerce law &c &c. Some of these statements are denied by the answer, to the bill, but I base my judgment mainly on propositions of law about which there is less dispute.

Both roads have terminal facilities at Omaha City for all ~~practical~~ practical purposes, and both have lines extending from here into many states and Territories of the Union, and, it is claimed, both are subject to the operation of the interstate Commerce law. Until quite recently there has been a mutual interchange of business between the two roads, and neither felt at liberty to refuse to receive and transport cars for the other, over any of the lines of road under their control, whatsoever their destination might be. Several other railroads terminate here, and the same generally policy has been pursued with them by both the plaintiff and defendant roads, and no discriminations have been made against any of them.

I suppose railroad companies are universally considered and recognized as common carriers. As such, they are entitled to all the rights and privileges, and to the same protection, and the same redress of grievances and the same process for

redressing wrongs that are accorded individuals or other common carriers under like or similar circumstances. They are also subject to the same liability, and are responsible for their wrongful acts and unlawful omissions, the same as any other common carrier. The Common law devolves the duty on a common carrier of transporting persons, goods and merchandise, not extra hazardous, within a reasonable time after demanded, subject, however, to such reasonable rules and regulations as the carrier may be justified in ~~promulgating~~ promulgating, and that, too, as I think, without unreasonable discrimination. This is supposed to be the unwritten law of the land, but the evidence of its existence is to be found in many well considered and carefully adjudicated cases some of which ~~now~~ bear directly upon the questions considered herein. But I do not care to proceed further in a discussion of the Common law liabilities of common carriers and those who enter their service and engage in the business connected therewith. I give the matter this passing notice mainly for the purpose of showing how abundant the provisions of the law are on this important subject. Now, whatever doubts there may be with reference to the condition and efficacy of the common law, so far as it relates to and bears upon the questions under consideration, certainly there can be none with reference to the condition and efficacy of the statute law of the United States, that must be applied in this particular case. I know quite well that some excellent lawyers claim (possibly not without reason) that Congress exceeded its constitutional powers in passing the Interstate Commerce law. Whatever may be thought of this proposition or said upon the subject, so far as it relates to other roads. I hold that it can make no sort of difference so far as the Union Pacific railroad is concerned. The reasons for this are potent, and at hand.

The Union Pacific Railroad Company was chartered by act of Congress - created, aided, sustained, and fostered by the government of the United States for governmental purposes.

The road was regarded at the time Congress gave it life and vitality and has ever since been regarded as one of the agencies of government, created mainly for the purpose aforesaid, Congress has from the time of the charter, both claimed and exercised the right to legislate in favor of and against the interests of the road. And even now, congress is in the exercise of a right that I think it undoubtedly possesses. If the views here expressed are correct, it follows, as a necessary consequence, that the Union Pacific Railroad is bound by all constitutional laws which Congress, in the exercise of its own judgment, may enact.

This road has the National "birth mark" indelibly stamped upon it, and however inconvenient and distasteful that fact may be, it is there to stay at least until Congress shall relinquish its claim of jurisdiction over it. Long before the passage of the interstate commerce law, Congress had from time to time passed several laws enlarging the powers of and imposing new duties, and additional obligations on, the road.

It ought to be here stated, perhaps that the B & N in Nebraska, which is a part of the C. & Q system, together with the Kansas Pacific, St. Joe., and Western, the Denver Pacific, and two or three other short roads, were, by acts of Congress, made branches of the Union Pacific, and were aided by the general government, and to some extent were subject to the same laws as the parent road. It was at one time claimed that the Union Pacific had been discriminating against the branches of the road, and had refused to afford them proper facilities for transporting freight and persons from East to West. This claim was so persistently made that it led to the passage of ~~the most important law that has~~

the most important law that has emanated from Congress on the particular subject embraced in it. It was passed, it seems to me, to meet questions almost identical with the ones here under consideration, and in my judgment, it does meet and provide for them most effectually. On the 20th of June 1874, Congress passed the amendatory act to which I have referred, the same being entitled "An Act making additions to the fifteen th section of the act approved July 2d, 1862, entitled "an Act to grant an act entitled an Act to aid in the construction of a railroad and telegraph line from the Missouri river to the Pacific Ocean, and to secure to the government the use of the same for postal, military, and other purposes approved July 1, 1862" (See supplement to Revised Statutes of the U.S. page 40. Chapter 331) The part of the section material to consider in this connection, is as follows: "and any officer or agent of the companies authorized to construct the aforesaid roads, or of any company engaged in operating either of said roads, who shall refuse to operate and use the road or telegraph under his control or which he is engaged in operating for all purposes of communication, travel, and transportation, so far as the public, and the Government are concerned as one continuous line, or shall refuse, in such operation and use, to afford and secure to each of said roads, equal advantages and facilities as to rates, time, or transportation, without any discrimination of any kind in favor of, or adverse to the road or business of any or either of said companies shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in any sum, not exceeding one thousand dollars, and may be imprisoned not less than six months

In case of failure or refusal of the Union Pacific Railroad company, or either of said branches, to comply with the requirements of this act and the acts to which this act is

amendatory, the party injured, or the company aggrieved may bring action in the district or circuit court of the United States in the Territory, district or circuit, in which any portion of the road of the defendant may be situated, for damages on account of such failure or refusal: and upon recovery, the plaintiff shall be entitled to judgment for treble the amount of all excess of freight and fares collected by the defendant, and for treble the amount of damages sustained by the plaintiff by such failure or refusal: and for any and every violation of or failure to comply with the requirements of this act a new cause of action shall arise: and in case of suit in any such Territory, district or circuit, process may be served upon any agent or the defendant found in the Territory, district or circuit in which such suit may be brought, and such service shall be by the court held to be valid and sufficient. It will be seen that this law fully recognizes the just obligations of the defendant road, and fixes a severe penalty to be incurred by those who violate it. Any officer or agent of either company engaged in operating either road here, who shall refuse to operate the same as provided, so far as the public and the Government are concerned: or who shall refuse, in such operation and use, to afford and secure to each of the roads named (the B & N being one so named) equal advantages and facilities, as to rates, time and transportation, without discrimination, of any kind, he shall be deemed guilty of a misdemeanor, and on conviction, shall be fined not exceeding one thousand dollars and may be imprisoned not less than six months. To refuse to do the things required by the law above quoted, constitutes an offense against the United States, for which a party so refusing may properly be indicted in the Federal Courts. If injury results from a failure or refusal of the Union Pacific Railroad Company, or

either of the other roads named, he begins with the said law, the injured party has a remedy in damages for the wrongs done or injuries suffered. It will be observed that if the officers or agents engaged in operating the road, refused to do certain things required of them by the law, they commit an offence against the United States for which they may be severely punished, but if the roads named, or any one of them, neglect or refuse to do what is required of them, then an injured or aggrieved party has his remedy in court by the recovery of damages for the wrongs done.

This, it seems to me, ought to satisfy the justice and equity of the most fastidious objector, and to satisfy and convince every one that the Union Pacific Railroad Company is bound to receive freight and cars from the N. P. & O. road when tendered, and to transport the same over its lines whenever the demands of the public and the necessities of commerce seem to require it. ^{to} subject, of course, such reasonable rules and regulations as may be necessary in the premises.

The laws hereinbefore described are special in that their nature, but they are general in their application to the Union Pacific railroad, and the several branches thereof.

But this is not all the law that affects the parties to this controversy. The Interstate Commerce law is deemed to be applicable to this controversy, and binds to its fullest extent both roads, the officers, agents, employees and servants thereof. Section three of that law requires every common carrier subject to the provisions thereof, according to their respective powers, to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and prohibits discriminations in rates and charges between such lines. But this provision it is submitted imposes no new, or additional obligation on either of these

two roads .

The 8th section of the law provides a remedy for an injured party, which remedy may be sought against any common carrier subject to its provisions, where it "shall do, ~~cause to be done,~~ or ~~permit to be done~~ any act or thing" forbidden, or declared to be unlawful, by the terms thereof.

But the remedy therein provided is much less efficacious than the remedy provided by the law of 1874.

This is a civil remedy, only, and the injured or aggrieved party can recover the damages he may sustain, together with attorneys fees made necessary by the ^{prosecution} ~~prosecution~~ of such a suit.

This section requires the common carrier to respond in ~~damages~~, where any are caused by its ~~doing, causing to be done,~~ or ~~permitting to be done~~ any act, matter or thing forbidden or omitting to do any act matter or thing required to be done under the law. But there is still another remedial provision in this law - one that is most comprehensive its provisions - one without which the law would be much less valuable to the commercial interests throughout the country. This is found in section 10 of the law, and is as follows:

"That any common carrier subject to the provisions of this act or whenever such common carrier is a corporation, any director or officer thereof, or any receiver, trustee, lessee, agent, or person acting for or employed by such corporation, who, alone or with any other corporation, company, person, or party, shall willfully do or cause to be done, or shall willingly suffer or permit to be done, any act matter or thing in this act prohibited or declared to be unlawful, or who shall aid or abet therein, or shall willfully omit or fail to do any act, matter, or thing in this act required to be done, or shall cause or willingly suffer or permit any act, matter, or thing so directed or required by this act to be done not to be so done, or shall

aid or abet any such omission or failure or shall be guilty of any infraction of this act, or shall aid or abet therein, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof in any district court of the United States, within the jurisdiction of which such offense was committed be subject to a fine of not to exceed five thousand dollars for each offense." This seems to include all persons in the employ of the railroad companies named, and all other companies and persons who might join with them, or aid and abet, in the commission of any act or thing prohibited by the law. Every person who is in any manner engaged in violating this law, commits an offense against the United States, and may be prosecuted against by indictment, or information, and if tried and convicted he may be compelled to suffer the whole extent of the punishment provided by this law. Whoever or who said roads nor their officers, managers, agents, employees or servants do actually enter into any agreement, combination, confederacy, or conspiracy between themselves or others, for the purpose of violating a single provision of this interstate commerce law.

As the law requires the Union Pacific road to take and receive from the plaintiff freight and cars when offered for transportation, and that too, without discrimination, it becomes the

duty of the company, its officers, and the employees engaged in operating the road and running the trains to so receive and transport the cars of plaintiff and cars that is taken for other roads. If they refuse to do this they incur the penalty denounced by the 10 section of the law, before referred to. Can they then enter into any sort of an arrangement to defeat the operation of the law, and thus prevent the plaintiff from having its cars received and transported by the Union Pacific road, without being guilty of a conspiracy to defeat and nullify the operation of the law? If a conspiracy is formed to prevent the Union Pacific from receiving the plaintiff

this case, is what not most clearly an offense against the United States. The "offense" against the United States consists in refusing to take the cars and interchange traffic with other roads subject to the provisions of the law.

As it is an offense against the United States to do this, it is also an offense against the same for two or more persons to enter into a conspiracy to do the same thing. Now, the interstate commerce law fully justifies the issuing of injunctions, "mandatory or otherwise" for the purpose of enforcing the provisions of the law. The power and authority for such procedure is beyond dispute; and for such purposes the Circuit Court shall be deemed always open. The remedy is within the reach of all persons who may feel aggrieved by an alleged violation of the law. I suppose the plaintiff or its officers, thought that wrong had been done by the several defendants, including the rail road, and that a remedy was within reach and that the alleged wrongs would be redressed if they were found to exist. This being so, the bill is filed and in that the plaintiff asks that a mandatory injunction should issue, which was accordingly done. The injunction properly required the rail road, its officers, agents and employees to receive the freight and cars from the plaintiff when offered for transportation, as they were required to do under the law. This was properly done. The defendants were further enjoined from entering into any combination, confederacy or conspiracy for the purpose of defeating the operation of the law, or for preventing the hauling of the plaintiff's cars and freight, and from interfering with the business and employees of the plaintiff. Surely they have no right to enter into a conspiracy for any such purpose; and if any such purpose exists; or if any such purpose now exists, then the injunction remedy is a proper one. The property rights necessarily involved in a case like the one under consideration, and the question of the ability of

the law, provided he complies with the provisions of the act in 1906, and the law is not, that, while traversing the public, if such interference with the business could be tolerated, would be the result by information peculiarly applicable and appropriate.

There is nothing in the nature of this case, perhaps, that requires a more extended notice; but I think I may very properly go a step further and say so, so thoroughly and uninformally, if only such that an interest in what is said herein, that the "new," for the law has got another hold on those who would be presumed to violate it with impunity.

I am not vain enough to think that any advice I might give would be taken, or kindly received; I seldom give any, even if it is a favor, or desired. I do not wish any one to regard me as having to say in the nature of advice. It is not for the purpose of informing some persons, who may not think so, or the attitude they occupy before the law. Now, I have pointed out and shown pretty clearly, as I think, to a person, whether in the employ of the railroad company or not, may commit, an offense against the United States, and how he may be punished therefor under the interstate commerce law. Now, if two or more parties enter into a combination and conspiracy to violate that law, and at least one of them commit an overt act in furtherance of the common design, all the parties joining in the conspiracy would be liable to suffer.

What think you the penalty would be? Is it supposed that the conspirators would incur the same penalty and receive the same punishment as those who would violate the 10 sections of the interstate commerce law? By no means. The law under which a conspirator would be tried is highly penal and more stringent in its provisions than the other one. The law in question is so plain that it cannot well be misunderstood. It is as follows: "If two or more persons conspire either to commit

any officer employed by the United States or its agents. The
violation of this in any manner or for any purpose, and every
member of such parties do and shall be deemed to effect the object of the
conspiracy, all the parties to such conspiracy shall be liable
to a fine of not more than ten thousand dollars or to im-
prisonment for not more than two years or to both fine and
imprisonment in the discretion of the Court."

Sec. 2375 Revised Stat. Chap. 20, p. 431. It will be seen
from what has been stated, that if two or more parties combine
and conspire to prevent the moving of the cars, or freight, of
the Union Pacific Railroad Company to the Northern route for
that purpose and any one of such parties does or commits any
act in furtherance of the scheme devised and to effect the
object of the conspiracy, when all incur the penalty denounced
by this law, because the doing of these things constitutes an
offense against the United States, as provided in the inter-
state commerce law. Just what act is done and committed, in
order to complete the offense, it is now unnecessary to state.
And certainly such acts as would naturally and necessarily ~~then~~
tend to prevent the interchange of business between the two
roads would make the offense complete and parties would be
liable accordingly. The penalty for entering into a conspiracy
to violate the law, and by so doing, committing an offense
against the United States, is more severe than the penalty
imposed for a direct violation of the said interstate commerce
law. I presume one supposes that these defendants or any
other person, could be compelled to remain in the service of the
Union Pacific Railroad Company any longer than it ~~will~~ suits
their convenience to do so.

There is no satisfactory reason shown why the Union
Pacific Railroad Company, its officers, agents, employees and
servants shall not obey the laws before referred to, by re-
ceiving and seasonably transporting the plaintiffs cars and

freight when offered therefor. And when any of them omit or refuse to do so, simply because the cars so to be offered belong to the plaintiff in this suit, the proper remedy to compel the performance of this plain duty is by a mandatory injunction.

I hold, then, that it is the duty of the Union Pacific Railroad Company to afford to the plaintiff all reasonable facilities for the interchange of their legitimate business; and that the road its officers, managers, agents, employees and servants who are immediately engaged in the transportation business, in the way of making up and running of trains are bound to receive plaintiffs cars and freight, when tendered for the purpose of being transported over defendants line of road, subject however, to all reasonable rules and regulations, and that too, without any discrimination against the said plaintiff or its business. That none of the defendants, or in fact any persons whether in the employ of the Union Pacific road or not, have any right to combine, confederate or conspire, and to any act pursuant thereto, for the purpose of hindering and delaying the moving of cars and freight of the plaintiff, by the Union Pacific road or any other road, and thereby interrupting the commerce of the country and in that way greatly injuring the property and business of the plaintiff. And when that is sought to be done or is attempted by any combination of individuals, whether employed by a common carrier or not, they may be restrained by injunction from doing the wrongful acts which would result in injury and damage to the property and business so threatened. And when that is proposed or sought to be done or attempted, by any unauthorized combination of persons, they ought to be restrained from entering into the conspiracy, and from doing any act or thing in furtherance of the common design or to effect the object of the conspiracy:

and also, from in any manner interfering with the business of employes of the party or corporation whose property, interests would otherwise be injuriously affected.

There is no law, humane or Divine so far as I know, to compel them to defend suits, or any one of them, to remain in the service of the defendant road against their, or his will. Certainly, how or much I might regret a determination on their part to leave the road, I shall not undertake to prevent if by injunction or otherwise. They doubtless understand perfectly well that they are at liberty to withdraw from the service of the company, so far as this suit is concerned. But at the same time it must be understood that in so doing, it is with the qualifications and limitations before stated. That sort of liberty must not be abused nor be accompanied with wrongful and injurious acts to the prejudice of the property rights of others. If otherwise, it is liable, if not certain, to prove in the end, that the "Velvet glove of liberty encases the malicious hand of the law."

I apply the law as I find it. It is my duty, when a proper case is made, to enforce it. I propose to discharge my duty in

United States of America, } ss.
DISTRICT OF NEBRASKA.

I, ELMER D. FRANK, Clerk of the Circuit Court of the United States for the District of Nebraska, certify that I have compared the annexed copy of

Opinion in case of C. & O. R.R. Co.
vs. The Union Pacific Ry. Co., et al.
with the original on file in this office, and that the same is a correct transcript thereof, and of the whole of said original.

IN TESTIMONY WHEREOF, I have caused the seal of said Court to be hereto affixed at the City of Omaha, in said District,

this 9th day of June 1888.

Elmer D. Frank
Clerk.

and also, from in any manner interfering with the business or employe of the party or corporation whose property, interests would otherwise be injuriously affected.

There is no Law, humane or Divine so far as I know, to compel these defendants, or any one of them, to remain in the service of the defendant road against their, or his will. Certainly, however much I might regret a determination on their part to leave the road, I shall not undertake to prevent it by injunction or otherwise. They doubtless understand perfectly well that they are at liberty to withdraw from the service of the company, so far as this suit is concerned. But at the same time it must be understood that in so doing, it is with the qualifications and limitations before stated. That sort of liberty must not be abused nor be accompanied with wrongful and injurious acts to the prejudice of the property rights of others. If otherwise, it is liable, if not certain, to prove in the end, that the "Velvet gloves of liberty encase the merciless hand of the law."

I apply the law as I find it. It is my duty, when a proper case is made, to enforce it. I propose to discharge my duty in the premises regardless of consequences.

If I could, like the old Athenian, suspend the operation of the law for a day or two, I might do so. But the power to do so is wanting. If the laws are not satisfactory, the only remedy in sight is by repeal. Until then, it seems to me the duties of the courts are clear.

No. 109-11.

U. S. Circuit Court

District of Nebraska.

The Chicago Burlington and

Quincy Railroad Company

vs.

The Union Pacific Railway
Company, John M. Myers, et al

OPINION.

Filed Mar. 17, 1888

Elmer D. Frank, Clerk.

109-11
Circuit
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(Copy)

IN THE CIRCUIT COURT OF THE UNITED STATES, FOR THE SOUTHERN
DISTRICT OF IOWA, EASTERN DIVISION.

-----X-----

Chicago, Burlington & Quincy Railroad Company,
Complainant,

vs

The Burlington, Cedar Rapids & Northern Railway Company,
and C.J.Ives and Robert Williams, J.S.Hardy, William Davis
P.Parmeter, S.Cameron, W.Cameron, J.Burns, F.Averill, Tom Seale,
J.H.Blott, W.P.Brant, F.W.Bushnell, N.W.Corey, J.Carr, W.P.Cassidy,
A.Cillott, J.H.Carberry, W.L.Champlain, J.T.Clarkson, N.C.Coots,
J.S.Coots, P.Cory, J.E.Collins, W.H.Coffey, W.S.Davis, P.A.Davis,
H.H.Denny, D.DeGear, J.Delshmon, W.C.Dickinson, O.Dillon, W.W.Dur-
lin, H.A.Dunham, E.Erhardt, C.K.Flint, C.J.Fox, A.S.Frank,
O.Flanders, W.H.Gibson, J.R.Godfrey, W.S.Green, Geo.Godden,
R.Hagar, S.Hallett, J.S.Hardy, C.Heller, J.M.Hooten, L.Hoffer,
J.Hood, J.Hutton, E.W.Humphrey, J.E.Hiney, N.Ives, T.Jenkinson,
Geo.Jermin, T.Jones, J.Kimbro, E.Knott, P.Lynatt, J.Mathews,
J.S.Maxson, E.Meacham, Jno.Morgan, F.Morrison, H.Mott, G.D.Miller,
Tom Myers, G.W.Myers, T.McArdle, J.H.McKerzie, C.R.Miner, W.H.
McMullin, W.McGonigal, Geo.Munn, F.P.Newell, C.Newell, W.A.Nesper,
F.Norris, P.K.Parmeter, P.Pervier, M.Prendergast, J.W.Pickering,
W.F.Post, J.A.Reichley, P.Riley, C.Russell, J.M.Simpson, M.E.
Sipher, Jno.Service, J.Steel, J.B.Sweem, N.N.Schuler, J.Tindall,
R.B.Trevor, W.Tweeddy, H.Vaughan, L.Voorhes, H.T.Walbrand, E.E.Wat-
son, G.L.Weiss, A.H.Witherill, W.H.Williams, E.Woods, M.Whehan,
Ohea-----, R.Powers, W.Shefronick,
Respondents.

-----X-----

To the Judges of the Circuit Court of the United States for
the Southern District of Iowa, Eastern Division.

The Chicago, Burlington & Quincy Railroad Company a corpora-
tion duly created, organized and existing under and by virtue of
the laws of the state of Illinois, and a citizen of said State,
brings this its bill against the Burlington Cedar Rapids &
Northern Railway Company a corporation duly created, organized
and existing under and by virtue of the Laws of the State of Iowa,
C.J.Ives, Robert Williams, J.S.Hardy, William Davis, P.Parmeter,
S.Cameron, W.Cameron, J.Burns, F.Averill, T.Blott, J.H.Blott,
W.P.Brant, H.D.Brant, F.W.Bushnell, W.H.Cameron, N.W.Corey, J.Carr,
W.P.Cassidy, A.Cillott, J.H.Carberry, W.L.Champlain, J.T.Clarkson,
N.C.Coots, J.S.Coots, P.Cory, J.E.Collins, W.H.Coffey, W.S.Davis,
P.A.Davis, W.H.Denny, D.DeGear, J.Delashmon, W.C.Dickinson, O.
Dillon, W.W.Durlin, H.A.Dunham, E.Ehrhardt, C.K.Flint, C.J.Fox,
A.S.Frank, O.Flanders, W.H.Gibson, J.R.Godfrey, W.S.Green,
Geo.Godden, R.Hagar, S.Hallett, J.S.Hardy, C.Heller, J.M.Hooten,
L.Hoffer, J.Hood, J.Hutton, E.W.Humphrey, J.E.Hiney, N.Ives,
T.Jenkinson, Geo.Jermin, T.Jones, J.Kimbro, E.Knott, P.Lynott,
J.Mathews, J.S.Maxson, E.Meacham, Jno.Morgan, F.Morrison, H.Mott,
G.D.Miller, Tom Myers, G.W.Myers, T.McArdle, J.H.McKerzie, C.R.
Miner, W.H.McMullin, W.McGonigal, Geo.Munn, F.P.Newell, C.Newell,
W.A.Nesper, F.Norris, J.S.Pervier, M.Prendergast, J.W.Pickering,
W.F.Post, J.A.Reichley, P.Riley, C.Russell, J.M.Simpson, M.E.Siph-
er, Jno.Service, J.Steel, J.B.Sweem, N.N.Schuler, J.Tindall,
A.S.Town, R.B.Trevor, W.Tweeddy, H.Vaughan, L.Voorhes, H.T.Walbrand,
E.E.Watson, G.L.Weiss, A.H.Witherill, W.H.Williams, E.Woods,
M.Whehan, Ahea, R.Powers, W.Shefronick,

all citizens and residents of the state of Iowa.

And thereupon your orator complains and says that it is a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois and a citizen of said state, doing business as a common carrier therein and also in the states of Iowa, Missouri, Kansas, Nebraska, Colorado and Wyoming Territory. That in order to carry on its business as such common carrier it owns, controls and operates a great railway system covering an area of territory of nearly fifty thousand square miles, and extending through large portions of the states and territory aforesaid, comprising nearly six thousand miles of railroad reaching a large number of the most important business and railway centers therein, prominent among which are the cities of Chicago, Peoria, Galesburg, Quincy, Aurora, Ottowa, Rockford and East St. Louis in the state of Illinois, Keokuk, Burlington, Davenport, Clinton, Des Moines and Council Bluffs in the State of Iowa, St. Louis, Hannable, Kansas City, and St. Joe in the state of Missouri, Atchison, Concordia, and Oberlin in the State of Kansas, Omaha, Lincoln, Nebraska City, Grand Island, Hastings, Kearney, and Beatrice in the State of Nebraska, Denver in the state of Colorado and Cheyenne in the territory of Wyoming. That your orators railway system aforesaid connects with and intersects nearly all the great railroads and railway systems of the country, and especially with those centering at the cities and points above mentioned. That the said system is furnished, supplied and equipped in every detail to the highest standard. That in addition to its necessary right of way, tracks, terminal facilities, depots and depot grounds, ware houses, freight houses and round houses, and machine shops, it has as a part of its furnishment and equipment some eight hundred locomotive engines, twenty eight thousand freight cars, four hundred and fifty passenger coaches, all of which property is a part of its said railway system and is essential and necessary and is used by it in the carrying on of its business as a common carrier. That your orators property aforesaid is represented by stocks and bonds to the amount of one hundred and fifty millions of dollars which are distributed and owned by various holders throughout the United States numbering in all about thirty thousand, having been purchased and held by them for some time past as an investment, and upon which they have during said time realized annually in interest and dividends from four to eight per centum. That an annual tax amounting to more than one million of dollars has heretofore been levied and assessed upon your orators property aforesaid by the different authorities of the respective states in which it is situated. All of which your orator has promptly met and paid as the same became due and payable. That your orator by reason of the character and situation of its property aforesaid, and through its careful and successful management has built up as such common carrier a vast business consisting of freight and passenger traffic both local and through, state and interstate. That in the transaction of its said business it operates several hundred trains every day. That the gross earnings for a long time past averaged about eighty thousand dollars per day, or approximately the sum of twenty nine million dollars per year. That of all this business about ninety per cent is interstate traffic of passengers and freight carried from one state into or through another or other states, and furthermore that a large part of its business aforesaid is exchange business with the other railways and railway systems it connects with and intersects as hereinbefore stated. That in order to carry on its business so as to successfully handle the same your orator has been compelled to employ and maintain in its service nearly twenty four thousand employees to all of whom it has paid fair and just wages, and nearly all of whom with

their families depend upon such wages for their maintenance and support, having no other means of living. That of the number so as aforesaid employed by your orator about one thousand of them are skilled locomotive engineers and are as a class thoroughly reliable and competent to perform their duties as such engineers to the satisfaction of your orator and in safety to the public. That of the number so as aforesaid employed by your orator about one thousand of them are skilled firemen and are as a class thoroughly reliable and competent to perform their duties as such firemen to the satisfaction of your orator and with safety to the public. That the said engineers and fireman are peaceable law abiding citizens, most of them having families depending upon them for their support and maintenance, and are perfectly satisfied with their employment and with the wages paid by your orator to them for their services.

Your orator further shows that all of its property hereinbefore described is now and has been for many years and is now and has been for many years considered one of the most valuable railroad properties in the country, and that its business aforesaid for years past has been one of the largest and steadiest and most profitable businesses and its stocks and bonds have for years been quoted among the highest of any of the great railroad systems in the country, and that the value of this property aforesaid and the business of your orator aforesaid and ^{the} value of its stocks and bonds upon the market as aforesaid have been largely owing to and depending upon the fact that your orator has been able to carry on and handle a large volume of interstate traffic, and to exchange traffic with other connecting and intersecting lines as already stated.

And your orator further shows unto this Honorable Court that among the great railroad systems of the country with which it forms connection and the lines with which it intersects at various places is that owned, operated and controlled by the Burlington, Cedar Rapids & Northern Railway company, a corporation duly created and organized and existing under the laws of the State of Iowa and doing business upon its said system as a common carrier in the states of Iowa and Minnesota and in the Territory of Dakota. That said system comprises about 1039 miles of railroad covering an area of territory of about 20,000 square miles and does an annual business in freight and passenger business of about dollars. That it is fully furnished and equipped in all its details owning and using in its operations as a part of its equipment locomotive engines

freight cars, passenger coaches. That it employs in its service and pays therefor employees, most of whom depend upon their wages for their maintenance and support of themselves and families. That among these employees are about locomotive engineers and about fireman who receive from the company for their services wages mutually agreed upon between them and the said company and perfectly satisfactory to both and are further more subject to such terms and conditions, rules and government also agreed upon between them, and furthermore said locomotive engineers and said firemen have no just grounds of complaint against their employer, the Burlington, Cedar Rapids & Northern railway company. That a great portion of the territory so as aforesaid covered by the said Burlington, Cedar Rapids & Northern railway system depends entirely upon it for its connections with the world at large, and that the social, commercial and industrial interests of this territory have been largely developed, fostered and sustained by its traffic and commerce with the rest of the world through and by means of the agency of the railway system of the said Burlington, Cedar Rapids & Northern railway company.

Your orator further shows that its railway system not only intersects at numerous points in its territory the lines belonging to the Burlington, Cedar Rapids & Northern companies system but its lines of railroad between Chicago & Burlington and between Chicago and Clinton and between St. Louis and Burlington and between St. Louis and Clinton and between Omaha and Council Bluffs and Burlington, and between Kansas City and Burlington form and constitute principal connections for the receiving and forwarding to different points and connections, east, south and south-west traffic of the said Burlington, Cedar Rapids & Northern railway company, and for the bringing from eastern, southern and western points and connections to the said Burlington, Cedar Rapids & Northern railway company at said cities of Burlington and Clinton and delivering to the said Burlington Cedar Rapids & Northern Railway company the traffic consigned to points upon its system and its various connections, that the volume of traffic so as aforesaid exchanged between your orator and the said Burlington, Cedar Rapids & Northern railway company amounts to a considerable part of the through traffic of said railway system.

And your orator further shows that especially by Burlington and Clinton there is a large and constant exchange of traffic between the companies aforesaid, all of which has heretofore been done and without interruption and in the general and ordinary course of business.

Your orator further shows that the Burlington, Cedar Rapids & Northern railway company, disregarding its obligations as a common carrier, and in open and direct violation of the provisions of the common law and of the interstate commerce law enacted by the congress of the United States, has during the past several days neglected and refused and still doth neglect and refuse to exchange traffic with your orator at the places aforesaid, and has neglected and refused and still doth neglect and refuse to receive from your orator freight and traffic tendered by it in the ordinary course of its business as a common carrier to the said Burlington Cedar Rapids & Northern railway company and hath neglected and refused and still doth neglect and refuse to handle the same or to forward the same to its destination, whether to points in its territory or to other connecting lines. That the agents and employes of said company at numerous and different places and particularly at Clinton and at Burlington have notified your orator that it will not receive, handle forward or deliver any traffic or freight which may for the future be offered it by your orator for forwarding or delivering to destination and that it will not afford to your orator any facilities whatever for the interchange of traffic between its lines and your orators, and the said Burlington, Cedar Rapids & Northern Railway Company threaten to continue to neglect and refuse to exchange traffic with your orator as aforesaid, and your orator verily believes that unless they are restrained and enjoined therefrom by the process of the Honorable Court will continue to neglect and refuse to exchange traffic as aforesaid to the great and irreparable damage and injury of your orator in its property and business.. And furthermore the said Burlington Cedar Rapids & Northern railway company at all times aforesaid has afforded to all others of its connecting and intersecting lines all reasonable and proper facilities for the exchange of traffic between it and said other lines for receiving, forwarding and delivering the same to and from their several lines and others connecting therewith, thereby giving undue and unreasonable preferences and advantages to such other connecting and intersecting lines over your orator to its undue and unreasonable prejudice and disadvantage and unduly and unreasonably discriminating against your orator. All of which acts and doings and failures to act and do on the part of said Burlington, Cedar Rapids and Northern railway company are a gross violation of its duties as a common carrier

and of its obligations and duties under the interstate commerce law as hereinbefore stated.

Your orator further shows unto this Honorable Court that there now exists and for a long time past has existed throughout the United States and particularly in the states and territories hereinbefore particularly named a secret organization known and called the Brotherhood of Locomotive Engineers though whether said organization is a corporation organized and existing under the laws of any of the several states of the union, your orator not knowing is unable to state. That this organization is a secret one transacting its business in secret sessions at which none are allowed to be present except the regular members thereof all of whom are bound together by their own oaths rules, laws, customs and government, the precise nature and character of which your orator not knowing is unable to state. That such brotherhood includes practically all the skilled locomotive engineers in ~~active~~ active employment in the United States and numbers more than twenty thousand, and said brotherhood through its organization aforesaid and through its numbers practically controls and operates the locomotive power upon all the railroads and railway systems of the United States except that of your orator and particularly the railroads and railway systems which your orator's lines connect with and intersect as herein shown. That the open and avowed purpose of this organization is to controll the various railroads and railway interests of the United States and the traffic and commerce of the country thereupon handled so as to enable it to dictate the terms, conditions and rules which shall govern the employment of its members by any and all said railroad companies. That the fact is that by reason of its so as aforesaid controlling practically all of the skilled engineers of the United States and by reason of its thorough and perfect organization it can without warning to the public and in a moment arrest the wheels of commerce upon all the railroads throughout the entire country and so cripple and paralyze all the social, commercial, industrial and political forces of the entire nation, and thereby entail upon the people an immeasurable and irreparable injury and destruction of property rights and happiness.

Your orator further shows that the said organization includes among its most active and efficient members the entire body of the skilled engineers, numbering in all more than , now in the employ of the Burlington, Cedar Rapids & Northern railway company and having absolute control by reason of the facts herein stated of the motive power thereof. That the said members so as aforesaid in the employ of the Burlington, Cedar Rapids & Northern railway company and the members of said brotherhood maintain at different places in the state of Iowa upon the line of the said Burlington, Cedar Rapids & Northern railway company various lodges or subdivisions of their order. That they have regular places of meeting and discussing matters and things pertaining to their order, its business and purposes though where these places are or at what points upon the line of the said railway company or what the names of these various different lodges or subdivisions are your orator not knowing is unable to say.

Your orator further states that one P.M. Arthur now temporarily at the city of Chicago is chief of the entire organization having power and authority to represent it and to act for it in all matters of public concern subject to such limitations and conditions as may be imposed by its secret statutes and laws.

Your orator further shows unto this Honorable Court that J.S. Hardy, William Davis, F. Parmeter, S. Cameron, W. Cameron, Jno. Burns, F. Averill, T. Seall, J.H. Blott, W.P. Brant, N.D. Brant, F.W. Bushnell, W.H. Cameron, N.W. Corey, J.C. Carr, W.P. Cassidy, A. Cillott, J.H. Carberry, W.L. Champlaine, P. Corey, J.F. Clarkson, N.C. Coots, J.S. Coots, J.E. Collins, W.H. Goffey, W.S. Davis, F.A. Davis, H.H. Denny, D. DeGear, J. Delshmon, W.O. Dickinson, O. Dillon, W.W. Darlin, H.A. Durham, E. Ehrhardt, C.K. Flint, C.J. Fox, A.S. Funk, D. Flanders, W.H. Gibson, J.R. Godfrey, W.S. Green, Geo. Godden, R. Hagar

S. Hallett, J. S. Hardy, C. Heller, J. M. Hooton, L. Hoffer, J. Hood, J. Hutton, E. W. Humphrey, J. D. Hiney, H. Ives, T. Jenkinson, Geo. Jerome, P. Jones, J. Kimbre, E. Knott, P. Lyratt, J. Mathews, S. J. Maxson, E. Meacham, Jno. Morgan, P. Morrison, H. Mott, G. D. Miller, Tom Myers, G. W. Myers, R. McArdle, J. F. McKenzie, C. E. Miner, W. H. McCallin, W. McDonigal, Geo. Munn, P. P. Newell, C. Newell, W. J. Nesper, T. Norris, J. S. Pervier, M. Pendergast, J. W. Pickering, W. F. Post, J. A. Reichley, P. Riley, C. Russell, J. M. Simpson, M. E. Sipher, John Service, I. Steel, J. E. Swoom, M. N. Schuler, E. Tindall, A. S. Town, R. B. Trevor, W. Tweedy, H. Vaughan, I. Voorhes, W. J. Wolbrand, E. E. Watson, G. I. Weiss, A. E. Witherill, W. J. Williams, E. Woods, M. Whelan, -----Ahea, R. Powers, W. Shefronick, combining and confederating together and with divers other persons as yet unknown to your orator, but whom your orator shows are in the employ of the various railways and railway systems of the United States, except that of your orator, as skilled engineers and who with defendants hereinbefore particularly named comprise the brotherhood of locomotive engineers of the United States as hereinbefore particularly described and whose names when discovered your orator prays may be inserted herein as defendants and they made parties hereto with proper apt words to charge them how to injure and oppress your orator have unlawfully and wickedly by premeditated concert and connivance combined connive and conspire together to compel your orator to discharge about one thousand employees now engaged in its service as locomotive engineers and compel it to employ in their places a like number of engineers who shall be members of the brotherhood upon such terms and conditions as they shall prescribe to your orator and to the end that said defendants may accomplish their unlawful, unjust and wicked purposes aforesaid by means of their unlawful, unjust and wicked combinations and conspiracy and pursuant thereto they and each of them wherever they may be employed as locomotive engineers upon any road of the United States and particularly upon the lines of the defendant, the Burlington, Cedar Rapids & Northern railway company have refused and still continue to refuse to receive, handle, haul or deliver any traffic whatever originating at any point upon your orators system or at any point beyond and passing over it to a destination upon any of the lines of road controlled as aforesaid by said brotherhood and originating at any point without your orators system and passing over any of the railroads as aforesaid controlled by said brotherhood and destined to any point upon your orators system, thereby and by means thereof absolutely destroying and annihilating a large volume of your orators business and so injure and depreciate the value of its property and of its stock and bonds, thereby working immeasurable and irreparable injury and loss to your orator and to all persons interested in it.

Your orator further shows unto this court that the defendants hereinbefore particularly mentioned and their confederates above generally described not content with the grievance damage and injury which they have already caused and are now causing to your orator are now threatening both as individuals and as members of the organization aforesaid to order and inaugurate at any time a ^{strike} general upon any or all of the various systems of railways in their power or under their controll and particularly upon the line of the Burlington, Cedar Rapids & Northern railway company of all the locomotive engineers therein employed for the further accomplishment and more effectually carrying out of the unjust, unlawful and malicious conspiracy to force your orator to discharge its employees above referred to and replace them with members of the brotherhood of locomotive engineers. Your orator further shows unto this Court. Your orator further shows unto this Court that the said defendants engineers employed by said Burlington,

Cedar Rapids & Northern railway company for the purpose of bringing to bear upon the said railway company intimidation and duress to prevent it from exchanging traffic with your orator, threaten that they will, in case the said last named railway company shall interchange traffic with your orator as aforesaid, will refuse to handle with their engines any cars, freight or traffic coming from or going to your orator's said railway system, and that in case said last named railway shall persist in so exchanging traffic with your orator that they will strike and leave the employment of the said last named railway company, and will prevent any of the employees of the said brotherhood, or any other engineers from entering upon said employment. That such purposes if carried out will cause even greater damage and injury to your orator as well as to all persons directly interested than they or it have already suffered and are now suffering through this malicious and wrongful conspiracy and that its effects will be most widespread and sweeping and involve the entire country in overwhelming disaster, causing untold loss and damage not only to the commerce of the country but to all the citizens thereof and particularly and specially will it cause immeasurable and irreparable loss and destruction to all of the great railway systems of the United States and to all of the industrial and commercial interests, closely allied to and dependent upon them for their success and prosperity. And your orator further shows that by reason of the premises hereinbefore stated and by reason of the situation and attitude of the said brotherhood and by reason of the threats and declarations made by said brotherhood through its various officers and representatives and by the individual members thereof to inaugurate and maintain this strike or strikes hereinbefore referred to, the whole country is in a state of feverish unrest which of itself is having a depressing effect upon the business and commerce of the country and is working an irreparable loss and injury to all classes and occupations and especially and particularly to the business interests and property of your orator and of all persons immediately interested in it.

Your orator further shows that in view of such threats and threatenings so as aforesaid made pursuant to the unlawful, unjust and wicked combination and conspiracy and in furtherance thereof to order the strike or strikes herein referred to made and sanctioned by the members of the said brotherhood and by their agent, P.M. Arthur, and their officers and representatives at Chicago Illinois and at various other places in the country, said strike or strikes are liable at any moment to be precipitated upon the country and particularly and specially upon the lines of the Burlington, Cedar Rapids & Northern railway company and will be so precipitated unless this court shall grant an injunction restraining these defendants hereinbefore particularly named and all their confederates just referred to either as individuals or members of the brotherhood of locomotive engineers from carrying into effect this unjust unlawful and malicious conspiracy to strike upon the lines of these great railway systems and more particularly upon that of the Burlington, Cedar Rapids & Northern railway company in order to wrongfully, maliciously and unlawfully force your orator to discharge certain of its employees and replace them with members of this brotherhood.

And your orator further shows that in order to accomplish the unjust, unlawful and wicked purposes so as aforesaid conceived, premeditated and agreed upon to be carried into effect by such unlawful, unjust and wicked connivances and conspiracy as hereinbefore described and to compel your orator to discharge its locomotive engineers and employ in their place others as hereinbefore particularly stated by injury and destruction of your orators business and property by annihilating the interstate and exchange

traffic with the connecting and intersecting lines hereinbefore described and deprive your orator of the rights privileges and advantages as a common carrier under the laws of the land and prevent your orator from performing duties and obligations as such, said defendants J.S. Hardy, John Barna, P. Averill, Tom Beall, J.H. Elliott, W.P. Brant, H.D. Brant, F.W. Bushnell, W.H. Cameron, S.P. Cameron, M.W. Carey, J. Carr, W.P. Cassidy, A. Cillott, J.H. Carberry, W.L. Champlain, J.P. Clarkson, N.C. Coots, J.S. Coots, P. Cory, J.E. Collins, W.H. Coffey, W.S. Davis, F.A. Davis, H.H. Denny, D. DeGear, J. Delshimon, W.O. Dickinson, O. Dillon, W.W. Durbin, H.A. Durham, E. Ehrhardt, C.K. Flint, C.J. Fox, A.S. Funk, D. Flanders, W.H. Gibson, J.R. Godfrey, W.S. Green, Geo. Godden, R. Hagar, S. Hallett, J.S. Hardy, C. Heller, J.M. Hooten, L. Hoffer, J. Hood, J. Hutton, E.W. Humphrey, J.B. Hincy, N. Ives, T. Jenkinson, Geo. Jermin, F. Jones, J. Kimbro, E. Knott, P. Lyrott, J. Mathews, S.F. Maxson, E. Meacham, Jno. Morgan, F. Morrison, H. Mott, G.D. Miller, Tom Myers, G.W. Myers, F. McArdle, J.H. McKenzie, C.R. Miner, W.H. McMullin, W. McGonigal, Geo. Munn, F.P. Newell, C. Newell, W.A. Nesper, F. Norris, P. Hiley, P.K. Parmeter, J.S. Pervier, M. Pendergast, J.W. Pickering, W.F. Post, J.A. Reichley, C. Russell, J.W. Simpson, M.E. Sipher, Jno. Service, J. Steel, J.B. Sweem, N.N. Schudler, J. Tindall, A.S. Town, R.B. Trevor, W. Twedy, H. Vaughan, L. Voorhes, H.F. Wolbrand, E.E. Watson, G.L. Weiss, A.N. Withrill, W.H. Williams, E. Woods, M. Whelan, ----Ahea, R. Powers, W. Shefronick And the other defendants whose names to your orator are unknown are all engineers in the employ of the Burlington Cedar Rapids & Northern Railroad Company and members of the brotherhood as already shown and have, as already stated control of the traffic upon the lines of the Burlington, Cedar Rapids & Northern Railroad Company, did at a recent secret session of their brotherhood held in the state of Iowa for their purposes agree and resolve that they would as individuals and as brothers of said organization refuse to receive, handle, haul or deliver any traffic whatever passed over any portion of the line of the said Burlington Cedar Rapids & Northern Railway Company destined to or from any point upon your orators system or passed over any part thereof, and fully conscious of the unlawful character of such resolution and agreement and of the acts thus resolved upon and agreed to and anticipating any and all efforts upon the part of the Burlington Cedar Rapids & Northern Railroad Company its officers and agents, or your orator or any other interested person or party to compel them or either of them to receive, handle, haul and deliver said traffic as aforesaid or any part thereof did then and there further resolve and agree that in the event that any interested person or party and particularly your orator should invoke the aid of the courts of justice having jurisdiction in the premises to compel them or either of them to receive, handle, haul or deliver the aforesaid traffic, or in the event that their employer the said Burlington Cedar Rapids & Northern Railway Company through its proper officers should require and command them or either of them to receive, handle, haul or deliver the traffic aforesaid or any portion thereof, or generally require them or either of them in that behalf to perform any and all duties owing by them and each of them as employees of said company they would as individuals and members of said brotherhood, for the accomplishment of the unjust, unlawful and wicked combination and connivance hereinbefore described, and to more effectively carry out the same, strike and quit the employment, and so absolutely arrest all business and traffic upon the lines of said company. And that pursuant to said resolution and agreement so as aforesaid unlawfully, unjustly and wickedly entered into, as hereinbefore described, several of the defendants herein and several of the said engineers in the employ of said Burlington Cedar Rapids & Northern Railway Company and several of

the members of the said Brotherhood did, on the day of March 1888 while engaged as such employe running an engine upon the said Burlington Cedar Rapids & Northern Railway, absolutely refuse to perform his duties as such engineer to haul the train attached to his locomotive for the reason that it contained a car load of freight destined from a point upon one of the lines of your orator. That said refusal upon the part of said engineer was the act of the entire Brotherhood of the country and particularly of the Brotherhood of the state Iowa, by virtue of the unlawful, unjust and wicked combination, connivance and conspiracy hereinbefore described and pursuant to which unlawful unjust and wicked purpose he made such refusal.

Your orator further shows that all of these acts and refusals of the said defendants and each and all of them, as already shown herein, worked your orator great injury, injustice and damage and destroyed its business and its property to an amount impossible to estimate.

And your orator further says that from the threats and menaces openly made and uttered by these defendants herein particularly made and other confederates of them generally referred to, more particularly those members of the Brotherhood in the employ of the Union Pacific Railway Company along with these defendants particularly named, a strike of all the locomotive engineers upon the said railway system is imminent and will be ordered and carried into effect by these defendants and their confederates as individuals and members of this organization whenever your orator shall by legal authorities and proceedings seek to compel the defendant corporation, the Burlington Cedar Rapids & Northern Railway Company to discharge its obligations and duties owing by it as a common carrier to the public and to your orator and to compel the above named defendants in the employ of the Burlington Cedar Rapids & Northern Railway Company as aforesaid to perform their duties to their employers the public and your orator. That the said organization or Brotherhood of engineers is insolvent and that all the members thereof are insolvent, having no other means or property such as is generally exempt from execution under the exemption laws of the state of Iowa and of the several states and territories in which they respectively reside.

Wherefore and by reason whereof among others your orator is without adequate remedy at law and your orator further shows unto this honorable Court that the matter in dispute herein exceeds, exclusive of interest and costs, the sum or value of two thousand dollars, and that this is a suit arising under the constitution and laws of the United States. To the end therefore that your orator can have that relief that it can only have in a Court of equity it prays such general relief in the premises as the nature and circumstances of this case may require and to this honorable Court may seem meet.

And may it please your Honors to grant unto your orators not only a writ of injunction issuing out of and under the seal of this Honorable Court to be directed unto the said defendant corporation the Burlington Cedar Rapids & Northern Railway Company and to the other named Defendants to enjoin it as well as each and all its directors, officers, agents, servants, and employes as well as all persons who soever acting under the authority, premises, direction or license of it or any of its directors officers, agents, servants or employes or with their assent or acquiescence or with the assent or acquiescence of either of them, either express or implied, from refusing or denying unto your orator or any of its directors, officers, agents, servants or employes all reasonable, proper and equal facilities for the interchange of traffic between the lines of your orator and those of the said Burlington Cedar Rapids & Northern Railway Company and it

and each and every of them aforesaid from refusing to receive, handle, haul and deliver any and all traffic of whatsoever nature and description that now is or that may hereafter be in the course of transportation from the various lines of the Burlington Cedar Rapids & Northern Railway Company destined to or from any point upon your orators lines of railroad or that may be passing or that may hereafter pass over the same between the points without your orators system and restrain and enjoin it and each and every of them aforesaid from refusing to offer to your orator its directors, officers, agents, servants and employees aforesaid any and all facilities for the interchange of traffic upon your orator's line and the lines of the said Burlington Cedar Rapids & Northern Railway Company commanded and prescribed by the various provisions of the Interstate Commerce Law of the United States and enjoining and restraining said defendants. J.S.Hardy, Wm.Davis, F.Parmeter, S.Cameron, W.Cameron, Jno.Burns, F.Averill, Tom.Beall, J.H.Blott, W.P.Brant, H.D.Brant, F.W.Bushnell, N.W.Carey, J.Carr, W.P.Cassidy, A.Cillott, J.H.Carberry, W.L.Champlain, J.F.Clarkson, N.C.Coots, J.S.Coots, P.Cory, J.E.Collins, W.H.Coffey, W.S.Davis, F.A.Davis, H.H.Denny, D.DeGear, J.Delshmon, W.O.Dickinson, O.Dillon, W.W.Durlin, H.A.Durham, E.Ehrhardt, C.K.Flint, C.J.Fox, A.S.Park, D.Flanders, W.H.Gibson, J.R.Godfrey, W.S.Green, Geo.Godden, R.Nagar, S.Hallett, J.S.Hardy, C.Heller, J.M.Hooten, L.Hoffer, J.Hood, J.Hutton, E.W.Humphrey, J.B.Hiney, N.Ives, F.Jones, T.Jenkinson, Geo.Jermin, J.Kimbrow, E.Knott, P.Lyrratt, J.Mathews, S.J.Maxson, E.Meacham, Jno.Morgan, F.Morrison, H.Mott, G.D.Miller, Tom.Myers, G.W.Myers, F.McArdle, J.H.McKenzie, C.R.Miner, W.H.McMullin, W.McGonigal, Geo.Munn, F.P.Newell, C.Newell, W.A.Nesper, F.Norris, J.S.Pervier, M.Pendergast, J.W.Pickering, W.P.Post, J.A.Reichley, P.Riley, C.Russell, J.M.Simpson, M.E.Wipher, Jno.Service, J.Steel, J.E.Sween, N.M.Schuyler, F.Tindall, A.S.Town, R.B.Trevor, W.Tweedy, M.Vaughan, L.Voorhes, H.F.Walbrand, E.E.Watson, G.L.Weiss, A.W.Witherill, W.D.Williams, L.Woods, M.Tholan, ----- and R.Powers, W.Shelton.

And the other unknown defendants whose names are to be inserted herein as discovered, each and every of them from striking and quitting the service of the said Burlington Cedar Rapids & Northern Railway Company and from doing any other acts or things and from refusing to perform any other acts or carrying out their unjust, unlawful and wicked purposes through their unlawful, unjust and wicked combination, connivance, and conspiracy either as individuals or as members of the said Brotherhood of engineers to compel your orator to discharge its employees and to hire others in their place and by injuring and destroying its property and business. And also that a temporary writ of injunction may issue enjoining and restraining the defendants as aforesaid and that a restraining order issue to a like effect until the said temporary writ of injunction can be had and also a writ or subpoena to be directed to the said Burlington Cedar Rapids & Northern Railway Company and to the said J.S.Hardy, Wm.Davis, F.Parmeter, S.Cameron, W.Cameron, Jno.Burns, F.Averill, Tom.Beall, J.H.Blott, W.P.Brant, H.D.Brant, F.W.Bushnell, N.W.Carey, J.Carr, W.P.Cassidy, A.Cillott, J.H.Carberry, W.L.Champlain, J.F.Clarkson, N.C.Coots, J.S.Coots, P.Cory, J.E.Collins, W.H.Coffey, F.A.Davis, H.H.Denny, D.DeGear, J.Delshmon, W.O.Dickinson, O.Dillon, W.W.Durlin, H.A.Durham, E.Ehrhardt, C.K.Flint, C.J.Fox, A.S.Park, D.Flanders, W.H.Gibson, J.R.Godfrey, W.S.Green, Geo.Godden, R.Nagar, S.Hallett, J.S.Hardy, C.Heller, J.M.Hooten, L.Hoffer, J.Hood, J.Hutton, N.Ives, E.W.Humphrey, J.B.Hiney, F.Jones, T.Jenkinson, Geo.Jermin, J.Kimbrow, E.Knott, P.Lyrratt, J.Mathews, S.J.Maxson, E.Meacham, J.Morgan, F.Morrison, H.Mott, G.D.Miller, Tom.Myers, G.W.Myers, F.McArdle, J.H.McKenzie, C.K.Miner, W.H.McMullin, W.McGonigal, Geo.Munn, F.P.Newell, C.Newell,

W.A.Nesper, F.Norris, J.S.Pervier, M.Pendergast, W.F.Post, J.W.Pickering, J.A.Reichley, P.Riley, C.Russell, J.M.Simpson, M.E.Sipher, Jno.Service, J.Steel, J.B.Sweem, N.N.Schuyler, J.Tindall, A.S.Town, R.B.Trevor, W.Tweedy, H.Vaughan, L.Voorhes, H.F.Wolbrand, E.E.Watson, G.L.Weiss, A.N.Witherill, W.M.Williams, L.Woods, M.Wheeler, ----Ahca, R.Powers, W.Shefronick, and other unknown confederates whose names when discovered are to be inserted herein as defendants thereby command it and them and each of them at a certain time and under a certain penalty therein to be limited personally to appear before your Honors in this Honorable Court, and then and there full, true, direct and perfect answer make to all and singular the matters in the premises.

Your orators hereby waiving under the rules of this Court the necessity of an answer of said defendants being put in under oath of said defendants or of the oath of either of them, and further to stand to and perform and abide by such further order, direction or decree therein as to this Honorable Court may seem meet.

Chicago Burlington & Quincy
Railroad Company
by Thomas Hedge &
Anderson & Davis
Solicitors

Thomas Hedge &
Joseph G.Anderson
of Counsel

United States of America)
State of Iowa) ss
County of Polk)

I, J.W.Blythe being first duly sworn on my oath do say that I am one of the officers of the complainant company and that I am familiar with the facts stated in the foregoing bill of complaint and that the allegations of the said bill are true and correct

(Signed) J.W.Blythe

Subscribed in my presence and sworn to before me by J.W.Blythe this 18th day of Mch 1888.

(Seal)

(Signed) A.S.Wilcoxon
Notary Public Polk Co Iowa

FILED
MAR 23 1888
H K Love, Clerk.

(Copy)

In the Circuit Court of the United States, for the Southern
District of Iowa. Eastern Division.

The Chicago, Burlington & Quincy Railroad Company,	)
	Complainant)
	)
	)
vs	)
	)
The Burlington Cedar Rapids & Northern Railway Company	)
& C J. Ives and Robt Williams et al	)
	Defendants)

The Answer of the Burlington Cedar Rapids & Northern Railway
Company and C.J.Ives & Robt Williams to the complainants bill.

The defendants The Burlington Cedar Rapids & Northern
Railway Company and C.J.Ives and Robt Williams for their separate
answer to the said petition say that as to all the averments
therein contained it here and now admits the same to be substan-
tially true as claimed by the petitioner.

And these defendants further answering say that as said
corporation doft and as its officers are induty bound, it and they
have always heretofore and now stand ready and willing to trans-
port all the cars & freight thus tendered by the petitioner, but
so it is neither of these defts are at present able so to do,
because the engineers and firemen operating its locomotives
each and all refuse to in any manner engage in transporting the
sail cars & freight and they the said engineers and firemen
offer as the sole reason for such refusal that there is a
strike of the said association known as the Brotherhood of
locomotive engineers on petitioners railway and that the engineers
and firemen of said Burlington Cedar Rapids & Northern Ry Co.
thus seek by such refusal to transport such freight & cars
to thus abet and aid the strike on petitioners railway

That doft is helpless as a railway in the premises for the
reason that its said employees refuse to do such work & it
and its officers cannot obtain others to do such work, or to take
the places of those who thus refuse.

Wherefore the doft prays the judgement of the Court whether
the petitioner ought under these facts have a writ of injunction
in their behalf and that doft may be hence dismissed with costs.

The Burlington Cedar Rapids & Northern
Railway Company
C.J.Ives.
Robt Williams
By S K Tracy
Solicitor

Chicago v Burlington
v Whitney Ry Co

(w)

Burlington Cedar Rapids
v Northern Ry Co et al

Separate answers of said
B&O & N Ry Co.
J. J. Jones & Robert Williams

Filed March 1888
H. K. Love
Clerk

In the Circuit Court of the United States for the Southern
District of Iowa, Eastern Division.

-----X-----

Chicago, Burlington & Quincy
Railroad Company, Complainant,

v.

The Burlington, Cedar Rapids &
Northern Railway Company, C. J. Ives, Robert Williams,)
J. S. Hardy, William Davis, E. Parmeter, S. Cameron,)
W. Cameron, J. Burns, E. Averill, Tom. Beale, J. Blott,)
W. P. Brant, H. D. Brant, T. W. Bushnell, N. W. Corey,)
J. Carr, W. P. Cassidy, A. Cillott, J. H. Carberry, W. Chavolain,)
J. T. Clarkson, M. C. Coots, J. S. Coots, P. Cory, J. E. Collins,)
W. H. Coffey, W. S. Davis, F. A. Davis, H. H. Penny, D. DeGear,)
J. Delshmon, W. C. Dickinson, O. Dillon, W. W. Durlin, H. A. Durham)
E. Erhardt, C. K. Flirt, C. J. Fox, A. S. Frank,)
D. Flanders, W. H. Gibson, J. P. Godfrey, W. S. Green, C. Godden,)
P. Hager, S. Hallett, J. S. Hardy, C. Heller, J. M. Hooten, L. Hoffer)
J. Hood, J. Hutton, E. W. Humphreys, J. R. Hiney, N. Ives, E. Knott)
T. Jenkinson, C. Jermin, T. Jones, J. Kimbro, P. Lynatt, J. Steel)
J. Mathews, J. S. Noxson, E. M. Machan, Jno. Morgan, E. Morrison,)
H. Mott, C. D. Miller, T. Myers, G. W. Myers, T. McArdle, F. Norris,)
J. H. McKenzie, C. P. Miner, W. H. McMullin, W. McGonigal, C. Dunn,)
E. P. Newell, L. Newell, W. A. Nesper, P. S. Porvior, M. Pendergast)
J. W. Pickering, W. F. Post, J. A. Richley, P. Riley, C. Russell,)
J. M. Simpson, M. E. Sipher, Jno. Service, J. B. Sweet, J. Tindall,)
W. N. Schuyler, A. S. Town, R. B. Trevor, W. Tweedy, H. Vaughan,)

L.Voorhees, H. T. Wolbrand, E. F. Watson, G. L. Weiss,)
A. M. Witherill, W. M. Williams, E. Woods, M. Whelon,)
-----Ohea, R. Powers, W. Shefronick.)
Respondents.

To the Judges of the Circuit Court of the United States for the
Southern District of Iowa, Eastern Division.

The Chicago, Burlington & Quincy Railroad Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois and a citizen of said State, brings this its bill against the Burlington, Cedar Rapids & Northern Railway Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of Iowa, C. J. Ives et al. (p.l), all citizens and residents of the State of Iowa.

And thereupon your orator complains and says that it is a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois and a citizen of said State, doing business as a common carrier therein, and also in the States of Iowa, Missouri, Kansas, Nebraska, Colorado, and Wyoming Territory. That in order to carry on its business as such common carrier it owns, controls and operates a great railway system, covering an area of territory of nearly fifty thousand square miles and extending through large portions of the States and territory aforesaid, comprising nearly six thousand miles of railroad, reaching a large number of the most important business and railway centers therein, prominent among which are the cities of Chicago, Peoria, Galesburg, Quincy, Aurora, Ottawa, Rockford

and East St. Louis in the State of Illinois; Keokuk, Burlington, Davenport, Clinton, Des Moines and Council Bluffs in the State of Iowa; St. Louis, Hannibal, Kansas City and St. Joseph in the State of Missouri; Atchison, Concordia and Oberlin in the State of Kansas; Omaha, Lincoln, Nebraska City, Grand Island, Hastings, Kearney and Beatrice in the State of Nebraska; Denver in the State of Colorado; and Cheyenne in the Territory of Wyoming.

That your orator's railway system aforesaid connects with and intersects nearly all the great railroads and railway systems of the country and especially with those centering at the cities and points above mentioned. That the said system is furnished, supplied and equipped, in every detail, to the highest standard. That in addition to its necessary right-of-way, tracks, terminal facilities, depots and depot grounds, warehouses, freight houses, round houses and machine shops, it has, as a part of its furnishment and equipment, some eight hundred locomotive engines, twenty-eight thousand freight cars, four hundred and fifty passenger coaches, all of which property is a part of its said railway system and is essential and necessary and is used by it in the carrying on of its business as a common carrier.

That your orator's property aforesaid is represented by stocks and bonds to the amount of one hundred and fifty millions of dollars which are distributed and owned by various holders throughout the United States numbering in all about thirty thousand, having been purchased by them for some time past as an investment and upon which they have during said time realized annually in interest and dividends, from four to eight per centum. That an annual tax amounting to more than one million of dollars has been

tofore been levied and assessed upon your orator's property aforesaid, by the different authorities of the respective states in which it is situated. All of which your orator has promptly met and paid as the same became due and payable. That your orator, by reason of the character and situation of its property aforesaid and through its careful and competent management, has built up, as such common carrier, a vast business consisting of freight and passenger traffic both local and through, State and interstate. That in the transaction of its said business it operates several hundred trains every day. That the gross earnings for a long time past averaged about eighty thousand dollars per day, or, approximately, the sum of twenty-nine million dollars per year. That of all this business about ninety per cent is interstate traffic of passengers and freight carried from one state into or through another or other states; and furthermore, that a large part of its business aforesaid is exchange business with the other railway and railway systems it connects with and intersects as hereinbefore stated. That in order to carry on its business so as to successfully handle the same your orator has been compelled to employ and maintain in its service nearly twenty-four thousand employes, to all of whom it has paid fair and just wages and nearly all of whom with their families depend upon such wages for their maintenance and support, having no other means of living. That of the number so as aforesaid employed by your orator about one thousand of them are skilled locomotive engineers and are, as a class, thoroughly reliable and competent to perform their duties as such engineers to the satisfaction of your orator and in safety to the public. That of the number so as aforesaid employed by your orator, about one thousand of them are skilled

firemen and are, as a class, thoroughly reliable and competent to perform their duties as such firemen, to the satisfaction of your orator and with safety to the public. That the said engineers and firemen are peaceable, law abiding citizens, most of them having families depending upon them for their support and maintenance and are perfectly satisfied with their employment and with the wages paid by your orator to them for their services,

Your orator further shows that all of its property hereinbefore described is now and has been for many years considered one of the most valuable railroad properties in the country, and that its business aforesaid for year past has been one of the largest and steadyest and most profitable businesses, and its stock and bonds have for years been quoted among the highest of any of the great railroad systems in the country, and that the value of this property aforesaid and the business of your orator aforesaid and the value of its stocks and bonds upon the market as aforesaid, have been largely owing to and depending upon the fact that your orator has been able to carry on and handle a large volume of interstate traffic, and to exchange traffic with other connecting and intersecting lines, as already stated.

And your orator further shows unto this Honorable Court, that among the great railroad systems of the country with which it forms connections and the lines with which it intersects at various places, is that owned, operated and controlled by the Burlington, Cedar Rapids & Northern Railway Company, a corporation duly created, organized and existing under the laws of the State of Iowa and doing business upon its said system as a common carrier in the States of Iowa and Minnesota and in the Territory of Dakota.

That said system comprises about 1039 miles of railroad, covering an area of territory of about 20,000 square miles and does an annual business in freight and passenger business of aboutdollars. That it is fully furnished and equipped in all its details, owning and using in its operations, as a part of its equipment,.....locomotive engines;.....freight cars, and.....passenger coaches. That it employs in its service and pays therefor.....employees, most of whom depend upon their wages for their support and maintenance of themselves and families. That among these employees are about.....locomotive engineers and about.....firemen, who receive from the company, for their services, wages mutually agreed upon between them and the said company and perfectly satisfactory to both, and are furthermore subject to such terms and conditions, rules and government also agreed upon between them; and furthermore, said locomotive engineers and firemen have no just grounds of complaint against their employer the Burlington, Cedar Rapids & Northern Railway Company.

That a great portion of the territory so as aforesaid covered by the said Burlington, Cedar Rapids & Northern Railway system depends entirely upon it for its connections with the world at large, and that the social, commercial and industrial interests of this territory have been largely developed, fostered and sustained by its traffic and commerce with the rest of the world through and by means of the agency of the railway system of the said Burlington, Cedar Rapids & Northern Railway Company.

Your orator further shows that its railway system not only intersects at numerous points in its territory the lines belonging

to the Burlington, Cedar Rapids & Northern Company's system, but its lines of railroad between Chicago & Burlington and between Chicago and Clinton and between St. Louis and Burlington, and between St. Louis and Clinton, and between Omaha and Council Bluffs, and Burlington, and between Kansas City and Burlington, form and constitute principal connections for the receiving and forwarding to different points and connections, east, south and southwest traffic of the said Burlington, Cedar Rapids & Northern Railway Company, and for the bringing from eastern, southern and western points and connections to the said Burlington, Cedar Rapids & Northern Railway Company the traffic consigned to points upon its system and its various connections; that the volume of traffic so as aforesaid exchanged between your orator and the said Burlington, Cedar Rapids & Northern Railway Company amounts to a considerable part of the through traffic of said railway system.

And your orator further shows that especially by Burlington and Clinton there is a large and constant exchange of traffic between the companies aforesaid, all of which has heretofore been done and without interruption and in the general and ordinary course of business.

Your orator further shows that the Burlington, Cedar Rapids & Northern Railway Company, disregarding its obligations as a common carrier, and in open and direct violation of the provisions of the common law and of the interstate commerce law enacted by the Congress of the United States, has, during the past several days, neglected and refused and still both neglect and refuse to exchange traffic with your orator at the places aforesaid, and has neglected and refused and still both neglect and refuse to receive from your orator freight and traffic tendered by it in the ordinary course of its business as a common carrier to the

said Burlington, Cedar Rapids & Northern Railway Company, and hath neglected and refused, and still both neglect and refuse to handle the same or to forward the same to its destination, whether to points in its territory or to some other connecting lines. That the agents and employes of said company at numerous and different places at particularly at Clinton and at Burlington have notified your orator that it will not receive, handle, forward or deliver any traffic or freight which may for the future be offered it by your orator for forwarding or delivering to destination, and that it will not afford to your orator any facilities whatever for the interchange of traffic between its lines and your orator's; and the said Burlington, Cedar Rapids & Northern Railway Company threatens to continue to neglect and refuse to exchange traffic with your orator as aforesaid, and your orator verily believes that unless they are restrained and enjoined therefrom, by the process of this Honorable Court, will continue to neglect and refuse to exchange traffic as aforesaid, to the great and irreparable damage and injury of your orator in its property and business. And furthermore, the said Burlington, Cedar Rapids & Northern Railway Company at all times aforesaid has afforded to all others of its connecting and intersecting lines, all reasonable and proper facilities for the exchange of traffic between it and said other lines for receiving, forwarding and delivering the same to and from their several lines and others connecting therewith, thereby giving undue and unreasonable preferences and advantages to such other connecting and intersecting lines over your orator, to its undue and unreasonable prejudice and disadvantage, and unduly and unreasonably discriminating against your orator. All of which acts and doings and failures

to act and do on the part of said Burlington, Cedar Rapids & Northern Railway Company are a gross violation of its duties as a common carrier and of its obligations and duties under the interstate commerce law, as hereinbefore stated.

Your orator further shows unto this Honorable Court that there now exists and for a long time past has existed throughout the United States, and particularly in the states and territories hereinbefore particularly named, a secret organization known and called the Brotherhood of Locomotive Engineers, though whether said organization is a corporation, organized and existing under the laws of any of the several states of the Union, your orator, not knowing, is unable to state. That this organization is a secret one, transacting its business in secret sessions at which none are allowed to be present except the regular members thereof all of whom are bound together by their own oaths, rules, laws, customs and government - the precise nature of which your orator, not knowing, is unable to state. That such brotherhood includes practically all the skilled locomotive engineers in active employment in the United States and numbers more than twenty thousand; and said brotherhood through its organization aforesaid and through its numbers practically controls and operates the locomotive power upon all the railroads and railway systems of the United States except that of your orator, and particularly the railroads and railway systems which your orator's lines connect with and intersect, as herein shown. That the open and avowed purpose of this organization of this organization is to control the various railroads and railway interests of the United States and the traffic and commerce of the country thereupon handled, so as to enable it to dictate the terms, conditions and rules which shall

govern the employment of its members by any and all said railroad companies. That the fact is that by reason of its so as aforesaid controlling practically all of the skilled engineers of the United States and by reason of its thorough and perfect organization it can, without warning to the public and in a moment arrest the wheels of commerce upon all the railroads throughout the entire country and so cripple and paralyze all the social, commercial industrial and political forces of the entire nation, and thereby entail upon the people an immeasurable and irreparable injury and destruction of property, rights and happiness.

Your orator further shows that the said organization includes among its most active and efficient members the entire body of the skilled engineers numbering in all more than.....now in the employ of the Burlington, Cedar Rapids & Northern Railway Company and having absolute control, by reason of the facts heretofore stated, of the motive power thereof. That the said members so as aforesaid in the employ of the Burlington, Cedar Rapids & Northern Railway Company and the members of said Brotherhood maintain, at different places in the State of Iowa upon the line of the said Burlington, Cedar Rapids & Northern Railway Company, various lodges of sub-divisions of their order. That they have regular places of meeting and discussing matters and things pertaining to their order, its business and purposes, though where these places are or at what points upon the line of the said railway company, or what the names of these various different lodges or sub-divisions are, your orator, not knowing, is unable to say.

Your orator further states that one P. M. Arthur, now temporarily at the City of Chicago, is chief of the entire organization, having power and authority to represent it and act for it in all

matters of public concern, subject to such limitations and conditions as may be imposed by its secret statutes and laws.

Your orator further shows unto this Honorable Court that J. S. Hardy et al. (pp. 1 & 2), combining and confederating together and with divers other persons as yet unknown to your orator, but whom your orator shows are in the employ of the various railways and railway systems of the United States, except that of your orator, as skilled engineers and who with defendants hereinbefore particularly named comprise the brotherhood of locomotive engineers of the United States as hereinbefore particularly described and whose names, when discovered, your orator prays may be inserted herein as defendants and they made parties hereto, with proper, apt words to charge them how to injure and oppress your orator, have unlawfully and wickedly and by premeditated concert and connivance, combined, connived and conspired together to compel your orator to discharge about one thousand employees now engaged in its service as locomotive engineers, and compel it to employ in their places a like number of engineers who shall be members of the brotherhood, upon such terms and conditions as they shall prescribe to your orator, and to the end that said defendants may accomplish their unlawful, unjust and wicked purposes aforesaid by means of their unlawful and wicked combinations and conspiracy and pursuant thereto, they and each of them wherever they may be employed as locomotive engineers upon any road of the United States and particularly upon the lines of the defendant, the Burlington, Cedar Rapids & Northern Railway Company, have refused and still continue to refuse to receive, handle, haul or deliver any traffic whatever originating at any point upon your orator's system, or at any point beyond and passing over it to a destination upon any

of the lines of road controlled as aforesaid by said brotherhood and originating at any point without your orator's system and passing over any of the railroads as aforesaid controlled by said brotherhood and destined to any point upon your orator's system, thereby and by means thereof absolutely destroying and annihilating a large volume of your orator's business, and so injure and depreciate the value of its property and of its stock and bonds thereby working immeasurable and irreparable injury and loss to your orator and to all persons interested in it.

Your orator further shows unto this Court, that the defendants hereinbefore particularly mentioned and their confederates above generally described, not content with the grievance, damage and injury which they have already caused and are now causing to their orator, are now threatening, both as individuals and as members, of the organization aforesaid, to order and inaugurate at any time a general strike upon any or all of the various systems of railways in their power or under their control, and particularly upon the line of the Burlington, Cedar Rapids & Northern Railway Company, of all the locomotive engineers therein employed for the further accomplishment and more effectually carrying out of the unjust, unlawful and malicious conspiracy to force your orator to discharge its employes above referred to and replace them with members of the brotherhood of locomotive engineers.

Your orator further shows unto this Court that the said defendant's engineers employed by said Burlington, Cedar Rapids & Northern Railway Company for the purpose of bringing to bear upon the said Railway Company intimidation and duress to prevent it from exchanging traffic with your orator, threaten that they will in case the last named railway company exchange traffic with your

orator as aforesaid, will refuse to handle with their engines any cars, freight or traffic coming from or going to your orator's said railway system, and that in case said last named railway company shall persist in exchanging any traffic with your orator, that they will strike and leave the employment of the said last named railway company and will prevent any of the members of the said brotherhood from any other engineers from entering upon such employment. That such purposes, if carried out, will cause even greater damage and injury to your orator as well as to all persons directly interested than they or it have already suffered and are now suffering through this malicious and wrongful conspiracy, and that its effects will be most wide-spread and sweeping and involve the entire country in overwhelming disaster, causing untold loss and damage, not only to the commerce of the country, but to all the citizens thereof, and particularly and specially will it cause immeasurable and irreparable loss and destruction to all of the great railway systems of the United States and to all of the industrial and commercial interests closely allied to and dependent upon them for their success and prosperity.

And your orator further shows that by reason of the premises hereinbefore stated and by reason of the situation and attitude of the said brotherhood and by reason of the threats and declarations made by said brotherhood, through its various officers and representatives and by the individual members thereof to inaugurate and maintain this strike or strikes hereinbefore referred to, the whole country is in a state of feverish ^{un}rest which of itself is having a depressing effect upon the business and commerce of the country and is working an irreparable loss and injury to all classes and occupations and especially and particularly to

the business interests and property of your orator and of all persons immediately interested in it.

Your orator further shows that in view of such threats and threatenings so as aforesaid made pursuant to the unlawful, unjust and wicked combination and conspiracy and in furtherance thereof to order the strike or strikes herein referred to, made and sanctioned by the members of the rail brotherhood and by their agent P. M. Arthur and their officers and agents at Chicago, Illinois, and at various other places in the country, said strike or strikes are liable at any moment to be precipitated upon the country and particularly and especially upon the lines of the Burlington, Cedar Rapids & Northern Railway Company and will be so precipitated unless this Court shall grant an injunction restraining these defendants hereinbefore particularly named and all their confederates just referred to, either as individuals or as members of the brotherhood of locomotive engineers, from carrying into effect this unjust, unlawful and malicious conspiracy to strike upon the lines of these great railway systems, and more particularly upon that of the Burlington, Cedar Rapids & Northern Railway Company, in order to wrongfully, maliciously and unlawfully force your orator to discharge certain of its employes and replace them with members of this brotherhood.

And your orator further shows, that in order to accomplish the unjust, unlawful and wicked purposes so as aforesaid conceived, precipitated and agreed upon to be carried into effect by such unlawful, unjust and wicked connivances and conspiracy as hereinbefore described, and to compel your orator to discharge its locomotive engineers and employ in their places others as hereinbefore particularly stated, by injury and destruction of your ora-

tor's business and property, and by annihilating the interstate and exchange traffic with the connecting and intersecting lines hereinbefore described and referred to, and deprive your orator of the rights, privileges and advantages as a common carrier under the laws of the land, and prevent your orator from performing duties and obligations as such, said defendants J. S. Hardy, et al. (pp. 1 & 2), and the other defendants whose names to your orator are unknown, are all engineers in the employ of the Burlington, Cedar Rapids & Northern Railway Company as members of the brotherhood as already shown and have, as already stated, control of the traffic upon the lines of the Burlington, Cedar Rapids & Northern Railway Company, did at a recent secret session of their brotherhood held in the State of Iowa, for their purposes agree and resolve that they would as individuals and as brothers of said organization, refuse to receive, handle, haul or deliver any traffic whatever passed over any portion of the line of the said Burlington, Cedar Rapids & Northern Railway Company destined to or from any point upon your orator's system or passed over any part thereof, and fully conscious of the unlawful character of such resolution and agreement and of the acts thus resolved upon and agreed to, and anticipating any and all efforts upon the part of the Burlington, Cedar Rapids & Northern Railway Company, its officers and agents, or your orator or any other interested person or party to compel them or either of them to receive, handle, haul and deliver said traffic as aforesaid or any part thereof, did then and there further resolve and agree that in the event that any interested person or party, and more particularly your orator, should invoke the aid of the courts of justice having jurisdiction in the premises, to compel them or either of them to

to receive, handle, haul or deliver the aforesaid traffic, or in the event that their employer, the said Burlington, Cedar Rapids & Northern Railway Company through its proper officers should require and command them or either of them to receive, handle, haul or deliver the traffic aforesaid or any portion thereof, or generally require them or either of them in that behalf to perform any and all duties owing by them and each of them as employes of said company, they would, as individuals and as members of said Brotherhood, for the accomplishment of the unjust, unlawful and wicked combination and connivance hereinbefore described, and to more effectually ^{we} carry out the same, strike and quit the employment, and so absolutely arrest all business and traffic upon the lines of said company. And that pursuant to said resolution and agreement so as aforesaid unlawfully, unjustly and wickedly entered into, as hereinbefore described, several of the defendants herein and several of the said engineers in the employ of the said Burlington, Cedar Rapids & Northern Railway Company and several of the members of the said Brotherhood did, on the.....day of March, 1888, while engaged as such employes running an engine upon the said Burlington, Cedar Rapids & Northern Railway, absolutely refuse to perform his duties as such engineer to haul the train attached to his locomotive for the reason that it contained a carload of freight destined from a point upon one of the lines of your orator. That said refusal upon the part of said engineer was the act of the entire Brotherhood of the country, and particularly of the Brotherhood of the State of Iowa, by virtue of the unlawful, unjust and wicked combination, connivance and conspiracy hereinbefore described and pursuant to which unlawful, unjust and wicked purpose, he made such refusal.

Your orator further shows, that all of these acts and refusals of the said defendants and each and all of them, as already shown herein, worked your orator great injury, injustice and damage and destroyed its business and its property to an amount impossible to estimate. And your orator further says, that from the threats and menaces openly made and uttered by these defendants herein particularly made and other confederates of them generally referred to, more particularly those members of the Brotherhood in the employ of the Union Pacific Railway Company, along with these defendants particularly named, a strike of all the locomotive engineers upon the said railway system is imminent and will be ordered and carried into effect by these defendants and their confederates as individuals and members of this organization whenever your orator shall, by legal authorities and proceedings, seek to compel the defendant corporation, the Burlington, Cedar Rapids & Northern Railway Company, to discharge its obligations and duties owing by it as a common carrier to the public and to your orator, and to compel the above named defendants in the employ of the Burlington, Cedar Rapids & Northern Railway Company as aforesaid, to perform their duties to their employers, the public and your orator. That the said organization or Brotherhood of engineers is insolvent and that all the members thereof are insolvent, having no other means or property such as is generally exempt from execution under the exemption laws of the State of Iowa and of the several States and Territories in which they respectively reside.

Wherefore and by reason whereof among others, your orator is without adequate remedy at law, and your orator further shows unto this Honorable Court that the matter in dispute herein exceeds, ex-

clusive of interest and costs, the sum or value of two thousand dollars, and that this is a suit arising under the Constitution and laws of the United States. To the end, therefore, that your orator can have that relief that it can only have in a court of equity it prays such general relief in the premises as the nature and circumstances of this case may require and to this Honorable Court may seem meet.

And may it please your Honors to grant unto your orators not only a writ of injunction issuing out of and under the seal of this Honorable Court, to be directed unto the said defendant corporation the Burlington, Cedar Rapids & Northern Railway Company and to the other named defendants, to enjoin it as well as each and all of its directors, officers, agents, servants and employes as well as all persons whomsoever acting under the authority, premises, direction or license of it or any of its directors, officers, agents, servants or employes or with their assent or acquiescence, or with the assent or acquiescence of either of them - either express or implied - from refusing or denying unto your orator or any of its directors, officers, agents, servants or employes, all reasonable, proper and equal facilities for the interchange of traffic between the lines of your orator and those of the said Burlington, Cedar Rapids & Northern Railway Company, and it and each and every of them aforesaid from refusing to receive, handle, haul and deliver any and all traffic of whatsoever nature and description, that now is or that may hereafter be, in the course of transportation from the various lines of the Burlington, Cedar Rapids & Northern Railway Company, destined to or from any point upon your orator's lines of railroad, or that may be passing or that may hereafter pass over the same between the points without your orator's system, and re-

restrain and enjoin it and each and every of them aforesaid from refusing to offer to your orator, its directors, officers, agents, servants and employes aforesaid, any and all facilities for the interchange of traffic upon your orator's line and the lines of the said Burlington, Cedar Rapids & Northern Railway Company, commanded and prescribed by the various provisions of the Interstate Commerce Law of the United States, and enjoining and restraining said defendants J. S. Hardy et al. (pp. 1 & 2), and the other unknown defendants whose names are to be inserted herein as discovered, and each and every of them from striking and quitting the service of the said Burlington, Cedar Rapids & Northern Railway Company and from doing any other acts or things and from refusing to perform any other acts or carrying out their unjust, unlawful and wicked purposes, through their unlawful, unjust and wicked combination, connivance and conspiracy, either as individuals or as members of the said Brotherhood of engineers, to compel your orator to discharge its employes and to hire others in their place and by injuring and destroying its business. And also that a temporary writ of injunction may issue, enjoining and restraining the defendants as aforesaid, and that a restraining order issue to a like effect until the said temporary writ of injunction can be had, and also a writ of subpoena to be directed to the said Burlington, Cedar Rapids & Northern Railway Company and to the said J. S. Hardy et al., and other unknown confederates whose names, when discovered, are to be inserted herein as defendants, thereby commanding ^{each of} them at a certain time and under a certain penalty therein to be limited, personally to appear before your Honors in this Honorable Court, and then and there full, true, direct and perfect answer make to all and singular, the matters in the premises.

Chicago, Burlington & Quincy Railroad Company

By Thomas Hedge and Anderson & Davis, Solicitors.

Thomas Hedge &

Joseph G. Anderson, of Counsel.

I, J. W. Slythe, being first duly sworn, on my oath do say that I am one of the officers of the complainant company and that I am familiar with the facts stated in the foregoing bill of complaint and that the allegations of the said bill are true and correct.

Subscribed in my presence and sworn to before me by J. W.
Glythe, this 16th day of March, 1898.

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railway.

That defendant is helpless, as a railway, in the premises for the reason that its said employes refuse to do such work and it and its officers cannot obtain others to do such work or to take their places of those who thus refuse.

Wherefore, the defendant prays the judgment of the Court whether the petitioner ought, under these facts, have a writ of injunction in his behalf, and that defendant may be hence dismissed with costs.

The Burlington, Cedar Rapids & Northern Ry Co.

C. J. Ives. Robert Williams.

Filed 3-23, 1939.

By S. K. Tracy, Solicitor.

Opinion.

Jove J.- Whoever, in my opinion, in a legal proceeding considers a railway company a corporation for mere pecuniary profit to the owners of the property, without taking into account their character as quasi public corporations having public duties to perform, takes a view of the subject altogether narrow and misleading.

It is one of the duties of the government to provide and regulate public roads and highways. It is a duty of government because roads and highways are indispensable to society and because individuals are incompetent to establish and control them. No government can rightfully delegate to individuals or corporations its high duties so far as to place them beyond its own power, supervision and control. The collection of the public revenue is a duty of government. It has been sometimes delegated to individuals as farmers of the revenue, but no government could rightfully place the collection of the public revenue beyond its own supervision and control. It would be absurd to treat the collection of the public money by farmers of the revenue as a mere private business. They would, on the contrary, have committed to them a public business - a duty of the government in which the whole people would have a vast interest.

So it is with the railway service. It is a quasi-public business. The building, equipping and management of a railway is not strictly a private enterprise. It would not be authorized by the government solely for private profit. That could not be done within the law of eminent domain. The railway company and all who are engaged in the building, equipping, repairing and keeping open a railroad as a public highway are performing one of the great duties of the government.

The government for the time being commits to them for the benefit of the whole people a business - a public duty - in the performance of which the people have an interest which is simply incalculable. It is clearly the duty of the government, in all its departments, within their respective spheres, to enforce upon all persons engaged in a business which thus concerns the public welfare the strict performance of their duty to the public. The stoppage of the running of a system of railways for a week and months at a time must inevitably inflict enormous injury upon the great public, for whose convenience and use railways are authorized.

By the non-operation of a railroad travel may be suspended; the merchant and manufacturer ruined for want of transportation; property of incalculable value laid up to perish by the way; whole communities deprived of their supplies of fuel and the other necessities of life - in a word mischiefs and sufferings - may be inflicted upon the people which no words are adequate to express. Who may arbitrarily, in consideration of their own private wrongs or interests, inflict such evils upon the very public by whose license and for whose benefit railways have been authorized and established? Certain classes of men for their own profit engage in a quasi-public service. They conceive themselves to be wronged and they proceed to redress their own private wrongs by inflicting incalculable injuries and sufferings upon whole communities of people. This they claim a right to do, not only by quitting the service in which they are employed, but by giving to their leaders the power to order off all other men in the same line of employment from the similar service in which they are engaged. They thus claim the power by the arbitrary and uncontrolled will of a few leaders to

suspend the operation of a whole system of railways, covering vast regions of country. In their view apparently none are concerned in such a transaction but themselves and the railway company. The great public - the millions and tens of millions of people who may be injuriously affected by such irresponsible proceedings are left out of view and wholly ignored. To redress the small wrongs of a few, they inflict irreparable injuries upon the many.

It would seem that the government ought in some way to protect the public against the evils growing out of such a suspension of railroad transportation. But the remedy for the intolerable evils injuries which threaten the public, as well as the complainant, in that direction, must rest mainly with the legislative department. The power of the courts is extremely limited. The action at law for damages is clearly no remedy at all, and the power of a court of equity is mainly preventive. The power of a court of chancery to enforce the performance of positive duties is circumscribed within very narrow limits. Thus, it cannot prevent the employees of a railway company from abandoning its service. However grievous may be the injury inflicted ^{upon} ~~by~~ the railway company and the public by the sudden suspension of railway service over an entire system of railways, I see no remedy for it in the restraining power of equity. The court cannot prevent the railway employees from leaving their places and it cannot compel them to return to work. But here a line must be drawn which the employees may not pass. If, having left the service of the company, the men attempt in any way, by threats, or force, or violence, or intimidation, or unlawful combinations, to interfere with the free will of other men who may be inclined to take their places; or with the property of the company; or with those who are in the management of its affairs, for the pur-

pose of preventing the company from doing its duty to the public as common carriers, the court may undoubtedly interpose its power of granting injunctions to prevent intolerable mischief. Such injuries would be clearly irreparable. There would be no adequate remedy at law. Actions at law would, in such cases, be simply futile, and even if effectual in particular cases, they would be so multitudinous that the remedy would be as bad as the injuries to be remedied. The employees may quit the service of the company and give place to other men. But it is a service that must be performed and it must not be obstructed, and so long as the employees remain in the service, they are, like other men, bound by their contracts. They have assumed by contract to assist in the performance of a quasi public service - a service the non-performance of which may be ruinous to the public - and it is a serious question whether or not they may be compelled while remaining in the quasi public service of operating a railway to perform their duty. But, since the company have the power of discharge, equity would not interfere by injunction except in a clear case of special necessity. I wish to be understood as giving at present no opinion upon this point.

In the next place what disposition shall be made of the complainant's application for a mandatory injunction against the defendant company and its managing officers requiring them to perform their duty as required by the law of both congress and the state of Iowa? These defendants have appeared by counsel and admitted the truth of the allegations of the bill and they do not deny that they are required by law to receive and move the complainant's cars. They admit that they have refused to perform this duty and they give as a reason for their refusal that if they re-

raise and haul the complainant's cars, their firemen and locomotive engineers will abandon their places and leave them without the means of operating their lines. There can of course by no doubt about the law of both the general and state governments requiring the defendant corporation to receive and move the complainant's cars, whether empty or loaded.

The law of Iowa provides that it shall be the duty of any railway corporation to receive and transport the empty or loaded cars furnished by any connecting road to be delivered at any station or stations on the line of its road to be loaded or discharged or reloaded and returned to the road so connecting. McClair's Annotated Statutes, vol. 181, p. 367, sec. 10.

The United States interstate commerce act provides that every common carrier shall, according to their respective powers, afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines and for the receiving, forwarding and delivery of property and passengers to and from their several lines and those connecting therewith and shall not discriminate in their rates and charges between such connecting lines; but shall not be construed as requiring any common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business.

Now the question is, what shall be obeyed; the law of the land or the order of the chiefs of the locomotive engineers? Shall a railway company refuse obedience to the express provisions of the statutory law because some of its employes threaten to quit its service and thus stop the running of its trains? Shall the court presume that they will carry out such threats and deny relief to the complainant upon that presumption? No temporary inconvenience

ence to the defendant company or the public whom it serves are, in my judgment, for one moment to be compared with the fatal consequences which must ensue from a precedent by which it would be established that a railway company may, in violation of the law of the land, refuse to receive and haul the cars of a connecting line at the command of any irresponsible persons or from its own belief and apprehension that its employees will leave its service and stop the operation of its lines. Such an excuse as this is wholly inadmissible and it must be set aside.

(If, in this case the refusal of the defendant corporation to move the cars of the complainant be sustained, it will follow that whenever in the future the locomotive engineers and firemen shall enter upon a struggle with any one road all other corporations having connecting lines will, in violation of law, be warned not to interchange cars with the offending road and compelled to obey the behests of their employees. Thus may the transportation of vast regions of country covered by connecting lines be controlled and paralyzed at the arbitrary will and pleasure of the Brotherhood of Locomotive Engineers. Indeed, it seems today to be by the grace of the leaders of this association that the various corporations owning the vast network of railways west of Chicago are permitted to operate their lines. The people of this vast region may at any moment be deprived, by the arbitrary fiat of the association in question, of all railroad facilities. Is this a power fit to be assumed and wielded by any set of irresponsible men under the sun?

There is another matter worthy of consideration by the defendant company. If it refuses to receive and move cars laden with goods or merchandise, will the company not be liable for any

damages which may accrue to the owners and consignees of such shipments? Is it not the right of the citizen and owner of goods shipped to have their property received and transported by the defendant as a common carrier, and does not this right belong to the shipper by both the common and statute law? Suppose the goods being perishable should go to destruction by the way; suppose they be ordered for a special purpose and fail to reach the consignee in time; suppose by reason of the delay caused by the act of the defendant there should be a heavy decline in the market, would not the defendant company be liable to the owner and consignee in damages? The injury complained of is clearly irreparable except by the remedy now prayed for by the complainant. It is a continuing injury. It may occur every day and many times a day. This complainant is a common carrier and cannot refuse to receive and carry goods destined to persons living or doing business upon the defendant's line. Yet the defendant must either refuse to receive such goods and abandon all its business connected with the defendant's line, or receive them and allow them to accumulate upon its own tracks or in warehouses at the place of connection between the two roads.

The mandatory injunction against the defendant company and its chief officers, as prayed for, will be granted, to continue in force till the next session of the court to be held at Keokuk on the 24th day of the present month, upon the complainant giving bond in the sum of \$.....to be approved by the clerk of the court. The clerk will approve the bond and issue the writ.

No temporary injunction can now be granted against the defendants who have not been served with notices and who have not appeared, but the order is, that the application for the same be

set down for hearing on the same day (March 24th) at Keokuk at 9 o'clock a. m., and that in the meantime a restraining order in accordance with the provisions of section 713, Revised Statutes of the United States, be issued and served upon said defendants with notice of the time and place designated for the hearing.

The clerk will issue the same in accordance with the order signed and filed herewith.

Let a temporary writ of injunction issue upon filing of the within bill of complaint in the office of the clerk of the court and the giving of a bond with securities, to be approved by the clerk, in the penal sum of one thousand dollars, against the Burlington, Cedar Rapids & Northern Railway Company; Charles J. Ives and Robert Williamson, engaging said Chicago, Burlington & Quincy Railroad Company, its directors, officers, agents, servants or employees, all reasonable and equal facilities for the interchange of traffic between the lines of the said Chicago Burlington & Quincy Railroad Company, and those of the said Burlington, Cedar Rapids & Northern Railway Company; that they and each of them doist and refrain from refusing to receive, handle, haul and deliver and and all traffic of whatever nature or description now or that may hereafter be in the course of transportation over the various lines of the Burlington, Cedar Rapids & Northern Railway Company, destined to or from any point upon the Chicago, Burlington & Quincy Railroad Company's lines of railroad, or that may be passing over, or that may hereafter pass over the same, between points without the Chicago Burlington & Quincy Company's system; and that each and all of them doist and refrain from refusing to afford the said Chicago, Burlington & Quincy Railroad Company, its directors, officers, agents, servants and employees aforesaid, and all facilities for interchange of traffic, between the lines of said Chicago, Burlington & Quincy Railroad Company and those of the said Burlington, Cedar Rapids & Northern Railway Company, and commanded

and prescribed by the various provisions of the common law
the statutes of Iowa and of the Inter-State Commerce Law
of the United States.

(Signed)

J. M. LOVE,

Judge

Let a restraining order issue upon filing of the
within Bill & Complaint in the Office of the Clerk of the
court and the giving of a bond with sureties to be approved
by the clerk in the penal sum of One Thousand Dollars,
against all the defendants named in the bill other than
the Burlington, Cedar Rapids & Northern Railway Company,
Charles J. Cook and Robert Williams, enjoining them and
each of them from failing or delaying into the said
Chicago, Burlington & Quincy Railroad Company, its direc-
tors, officers, agents, servants or employees, all reason-
able and legal facilities for the interchange of traffic
between the lines of said Chicago, Burlington & Quincy
Railroad Company and those of the said Burlington, Cedar
Rapids & Northern Railway Company; that they and each of
them desist and refrain from failing, to receive, handle,
haul and deliver and also all traffic of whatever nature
or description now or that may hereafter be in the course
of transportation over the various lines of the Burlington,
Cedar Rapids & Northern Railway Company destined to or
from any point upon the Chicago, Burlington & Quincy Rail-
road Company's line or railroad, or that may be passing
over, or that may hereafter pass over the same, between
points without the Chicago, Burlington & Quincy Company's
system, and that each and all of them desist and refrain.

from refusing to afford to the said Chicago, Burlington & Quincy Railroad Company, its directors, officers, agents, servants and employees any and all facilities for the interchange of traffic between the lines of said Chicago, Burlington & Quincy Railroad Company and those of the said Burlington, Cedar Rapids & Northern Railway Company, and compliance and obedience by the various provisions of the common law, the statutes of Iowa and of the inter-state commerce law of the United States.

And that said defendants and each of them do absolutely assist and refrain from combining or conspiring together to prevent or restrain said employees of the said Chicago, Burlington & Quincy Railroad Company or of the Burlington, Cedar Rapids & Northern Railway Company for the purpose of injuring the said Chicago, Burlington & Quincy Railroad Company or its employees or interfering with its railroad business, or communicating to each other or to others any order or advice to go strike, or in any manner violating the inter-state commerce law of the United States, and restraining said defendants and each of them from assisting or interfering with the Chicago, Burlington & Quincy Railroad Company's employees, or in any manner interfering with its property or railroad business, except for the purpose of transporting said passengers and insofar as provided by law, and from doing any other act or thing, and from refusing to perform any other act or thing in carrying out their unlawful purpose through their individual combination, conspiracy and conspiracy either as individuals or as members of the Brotherhood of Locomotive Engineers, to compel the said Chicago, Burlington & Quincy Railroad Co. to discharge its employees and hire others in their places, & by injuring & destroying its property & business, and the latter order of the court.

(Signed) J. M. Love, Judge.

Know all Men by these Presents, that we, the Chicago, Burlington & Quincy Railroad Company as principal, and C. M. Levey, Palmer Trimble and Howard Elliott as sureties, are held and firmly bound unto the Burlington, Cedar Rapids & Northern Railway Company C. J. Ives and Robert Williams, in the penal sum of \$1,000, good and lawful money of the United States, well and truly to be paid: The condition of the foregoing obligation, however, is such that whereas, the said Chicago, Burlington & Quincy Railroad Company has filed its bill in equity in the circuit court of the U. S. in the Southern District of Iowa, Eastern Division, against the said Burlington, Cedar Rapids & Northern Ry Co., C. J. Ives, Robert Williams and others, praying - among other things - that a temporary writ of injunction issue against the Burlington, Cedar Rapids & Northern Ry Co., C. J. Ives and Robert Williams, restraining and enjoining them as prayed for in the said bill: And whereas, the Hon. James M. Love, one of the Judges of the said Circuit Court, has granted such temporary writ which is about to be issued by the clerk of the said court: Now therefore, if the said Chicago, Burlington & Quincy Railroad Company shall well and truly pay or cause to be paid unto the said Burlington, Cedar Rapids & Northern Ry Co., C. J. Ives and Robert Williams all damages which they may sustain by reason of the wrongful suing out of said temporary writ of injunction, then the foregoing obligation shall be void; otherwise to be and remain in full force and virtue.

Sealed with our seals and dated March 23, A. D. 1898.

Chicago, Burlington & Quincy Railroad Company by	
Approved and filed	Joseph G. Anderson, Solicitor.
March 23, 1898.	C. M. Levey (Seal)
H. K. Love, clerk	Palmer Trimble (Seal)
by Eric J. Leach,	Howard Elliott (Seal)
Deputy.	

President of the United States of America,

To the Burlington, Cedar Rapids & Northern Railway Company, its officers, agents, servants and employees, and C. J. Ives and Robert Williams: Whereas, it has been represented to us in the Circuit Court of the United States for the Eighth Circuit and the Southern District of Iowa, Eastern Division, that the Burlington, Cedar Rapids & Northern Railway Company, disregarding its obligations as a common carrier and in open and direct violation of the provisions of the common law and of the Interstate Commerce Law enacted by the Congress of the United States, has, during the past several days, neglected and refused and still both neglect and refuse to exchange traffic with the Chicago, Burlington & Quincy Railroad Company at the cities of Burlington and Clinton in the State of Iowa, and has neglected and refused and still both neglect and refuse to receive from the Chicago, Burlington & Quincy Railroad Company freight and traffic tendered by it in the ordinary course of its business as a common carrier to the said Burlington, Cedar Rapids & Northern Railway Company, and hath neglected and refused and still both neglect and refuse to handle the same or to forward the same to its destination, whether to points in its territory or to other connecting lines, and that the said Burlington, Cedar Rapids & Northern Ry. Co. threatens to continue to neglect and refuse to exchange traffic with the said Chicago, Burlington & Quincy Railroad Co., Now therefore, We do strictly command and enjoin you, the said Burlington, Cedar Rapids & Northern Railway Co. your officers, agents, servants and employees, and C. J. Ives and Robert Williams, under the pains and penalties which may fall upon you and each of you in case of disobedience, that you forthwith and until the further order, judgment and decree of this court, desist

from refusing or denying unto the said Chicago, Burlington & Quincy Railroad Co., its officers, directors, agents, servants or employes all reasonable and equal facilities for the interchange of traffic between the lines of the said Chicago, Burlington & Quincy Railroad Co. and those of the said Burlington, Cedar Rapids & Northern Ry Co., and that you and each of you desist and refrain from refusing to receive, handle, haul and deliver any and all traffic, of whatever nature or description, now or that may hereafter be, in the course of transportation over the lines of the Burlington, Cedar Rapids & Northern Ry Co., destined to or from any point upon the Chicago, Burlington & Quincy Railroad Co's system, or that may be passing over or that may hereafter pass over the same between points without the Chicago, Burlington & Quincy Railroad Co's. system, and that each and all of you desist and refrain from refusing to afford to the said Chicago, Burlington & Quincy Railroad Co., its directors, officers, agents, servants and employes aforesaid, any and all facilities for the interchange of traffic between the lines of the said Chicago, Burlington & Quincy Railroad Co. and those of the said Burlington, Cedar Rapids & Northern Ry Co., as commanded and prescribed by the various provisions of the common law, the statutes of Iowa and of the Interstate Commerce Law of the U. S.

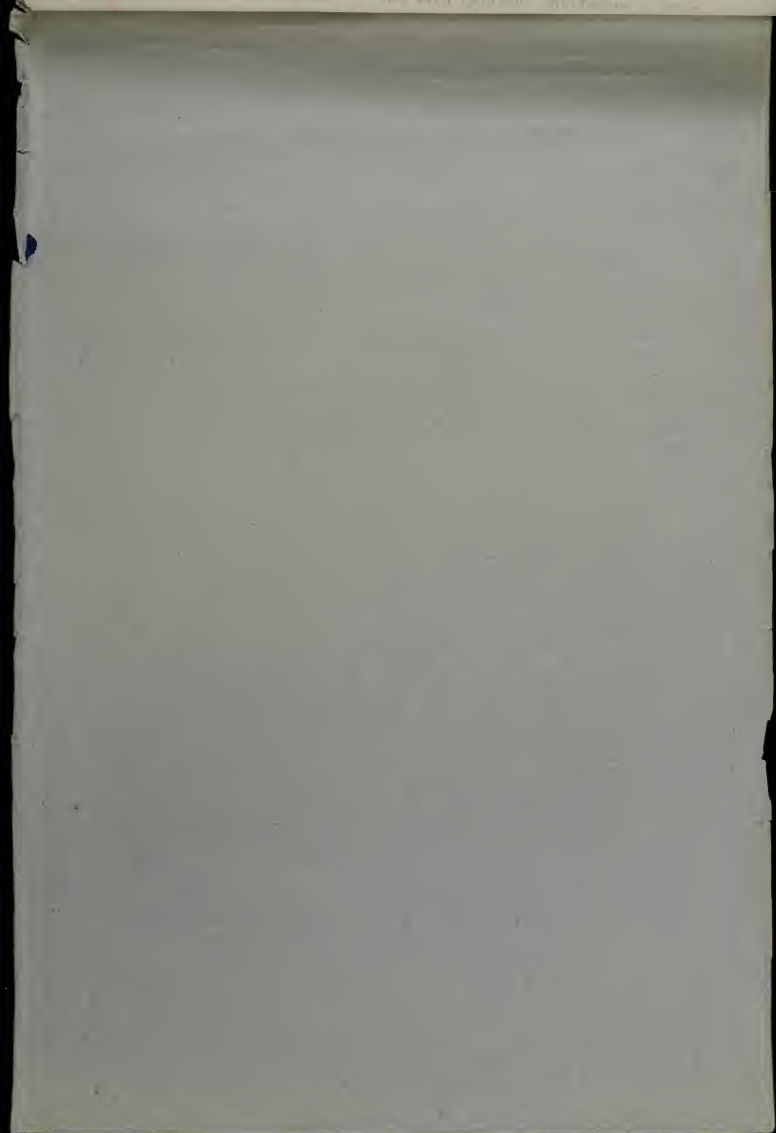
Witnesseth, Hon. Samuel P. Miller, Senior Associate Justice and Acting Chief Justice of the Supreme Court of the United States, at the City of Keokuk, this 23d day of March, A. D. 1888.

In testimony whereof, I have set my hand and seal, this the 23rd day of March, 1888.

(Seal)

H. K. Love, Clerk by

Erie J. Leach, Deputy.



6. 10. 1906

IN THE UNITED STATES
CIRCUIT COURT
DISTRICT OF NEBRASKA.

CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY.

Complainant.

vs.

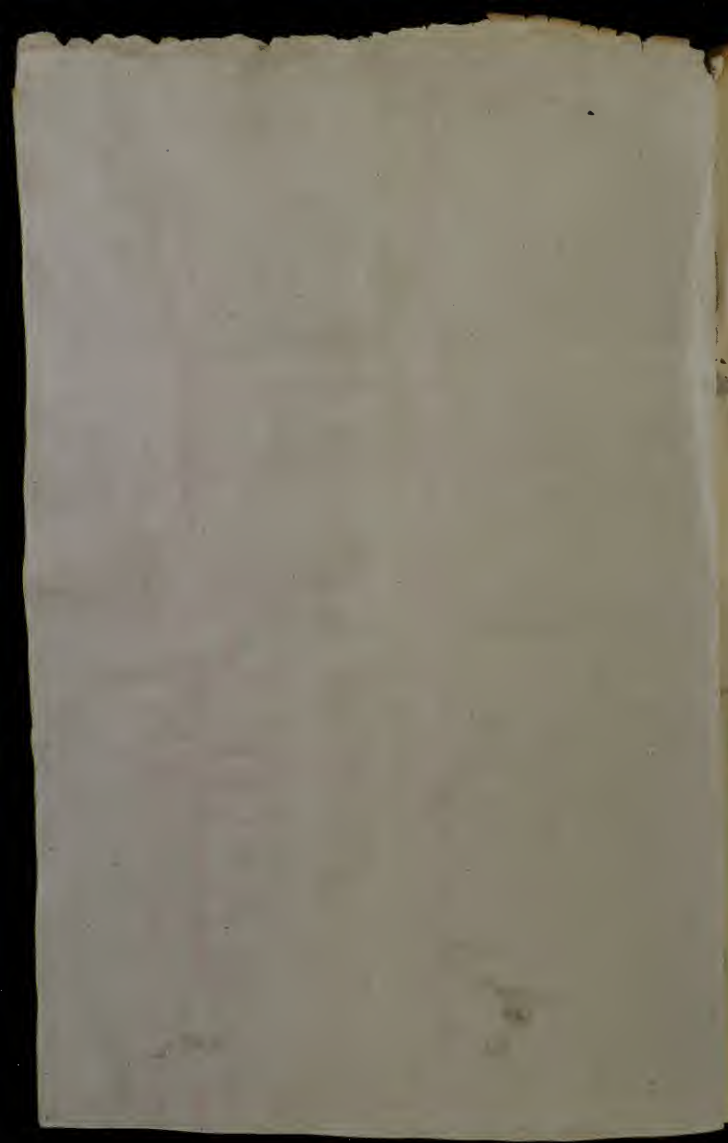
UNION PACIFIC RAILWAY COMPANY,
JOHN M. BYERS AND OTHERS,

Respondents.

T. M. MARQUETTE,
OF COUNSEL.

C. J. GREENE,
SOLICITOR FOR COMPLAINANT.

BILL IN EQUITY.



IN THE CIRCUIT COURT OF THE UNITED STATES,
IN AND FOR THE DISTRICT OF NEBRASKA.

THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
Complainant,

VERSUS.

THE UNION PACIFIC RAILWAY COMPANY, JOHN M. BYERS,
M. W. BURNHAM, NOAH S. CLARK, WALLACE V. DOOLITTLE,
ROBERT J. GENTLEMAN, WILLIAM HOLLANBACK, JOSEPH
HAY, ALBERT L. JOHNSON, JAMES R. JACKSON, THEO. C.
LIVINGSTON, PATRICK LYNCH, TIMOTHY MANAHAN, HARRY
MAXWELL, ROBERT J. MCCONNELL, DOUG. S. PATTON,
MATT C. PARR, ZACH T. SPRIGG, JAMES SHIELDS, CHAS. E.
TAYLOR, M. L. VAN ARSDALE, MYRON L. WARE, NICHOLAS
WEEKS, ALEX. F. WILKINS, AND UNKNOWN DEFENDANTS,
Respondents.

*To the Judges of the Circuit Court of the United States
for the District of Nebraska.*

The Chicago, Burlington & Quincy Railroad Company a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, and a citizen of said State, brings this its bill against the Union Pacific Railway Company, a corporation duly organized and existing under and by virtue of the laws

of the United States, and John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentlemen, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Dug. S. Patton, Matt. C. Parr, Zack T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex F. Wilkins, all citizens and residents of the State of Nebraska, and thereupon your orator complains and says:

That it is a corporation, duly organized and existing under and by virtue of the laws of the State of Illinois, and a citizen of said State, doing business as a common carrier therein, and also in the States of Iowa, Missouri, Kansas, Nebraska, Colorado and Wyoming Territory.

That, in order to carry on its business, as such common carrier, it owns, controls and operates a great railway system. covering an area of territory of nearly fifty thousand square miles, and extending through large portions of the States and territory aforesaid, comprising nearly six thousand miles of railroad, reaching a large number of the most important business and railway centers therein, prominent among which are the cities of Chicago, Peoria, Galesburg, Quincy, Aurora, Ottawa, Rockford, and East St Louis, in State of Illinois; Keokuk, Burlington, Davenport, Des Moines, and Council Bluffs, in the State of Iowa; St. Louis, Hannibal, Kansas City, St. Joseph, in Missouri; Atchison, Concordia, and Oberlin in the State of Kansas; Omaha,

Lincoln, Nebraska City, Grand Island, Hastings, Kearney and Beatrice in the State of Nebraska; Denver in the State of Colorado; and Cheyenne in the Territory of Wyoming.

That your orator's Railway System aforesaid connects with and intersects nearly all the great railroads and railway systems of the country, and especially with those centering at the cities and points above named.

That the said system is furnished, supplied and equipped in every detail to the highest standard; that in addition to its necessary right-of-way, tracks, terminal facilities, depots, and depot grounds, warehouses, freight houses, round houses, machine shops, it has as a part of its furnishment and equipment some eight hundred locomotive engines, twenty-eight thousand freight cars, four hundred and fifty passenger coaches, all of which property is a part of its said railway system, and is essential and necessary, and is used by it in the carrying on of its business as a common carrier.

That your orator's property aforesaid is represented by stocks and bonds to the amount of one hundred and fifty millions of dollars, which are distributed and owned by various holders throughout the United States, numbering in all about thirty thousand, having been purchased and held by them for some time past as an investment, and upon which they have during said time realized annually in interest and dividends from four to eight per cent.

That an annual tax, amounting to more than one million of dollars, has heretofore been levied and assessed

upon your orator's property aforesaid by the different authorities of the respective states in which it is situated, all of which your orator has promptly met and paid as the same became due and payable.

That your orator, by reason of the character and situation of its property aforesaid and through its careful and successful management has built up as such common carrier a vast business, consisting of freight and passenger traffic, both local and through, state and inter-state.

That its gross earnings have, for a long time past averaged about eighty thousand dollars per day, or approximately the sum of twenty-nine million dollars per year. That of this business about ninety per cent is Inter-state traffic, or passengers and freights carried from one state into or through another or other states, and furthermore, that a large part of the business aforesaid, is exchange business with the other railroads and railway systems it connects with and intersects, as hereinbefore stated.

That in order to carry on its business so as to successfully handle the same, your orator has been compelled to employ and maintain in its service nearly twenty-four thousand employes to all of whom it has paid fair and just wages and nearly all of whom, with their families depend upon such wages for their maintenance and support, having no other means of living.

That of the number so as aforesaid employed by your orator, about eight hundred of them are skilled locomotive engineers and are as a class thoroughly re-

liable and competent to perform their duties as such engineers to the satisfaction of your orator and with safety to the public.

That they are peaceable and law abiding citizens, most of them having families depending upon them for their support and maintenance, and are perfectly satisfied with their employment and with the wages paid by your orator to them for their services.

Your orator further shows that all of its property hereinbefore described is now and has been for many years considered one of the most valuable railroad properties in the country, and that its business aforesaid, for years past, has been one of the largest and steadiest and most profitable businesses, and its stocks and bonds have for years been quoted among the highest of any of the great railroad systems of the country. And that the value of this property aforesaid and the business of your orator aforesaid and the value of its stocks and bonds upon the market, as aforesaid, have been largely owing to and dependent upon the fact that your orator has been able to carry on and handle a large volume of Inter-state traffic, and to exchange traffic with other connecting and intersecting lines, as already stated.

And your orator further shows unto this Honorable Court, that among the great railway systems of the country with which it forms connections, and the lines with which it intersects at various places is that owned, operated and controlled by the Union Pacific Railway Company, a corporation duly organized and existing under the laws of the Congress of the United

States, and doing business upon its said system as a common carrier in the states of Iowa, Missouri, Kansas, Nebraska, Oregon, Colorado and in the Territories of Wyoming, Utah and Montana.

That said system comprises about five thousand miles of railroad, covering an area of territory of nearly five hundred thousand square miles, and does an annual business in freight and passenger traffic of about twenty-eight millions of dollars.

That it is fully furnished and equipped in all its details, owning and using in its operations, as a part of its equipment six hundred locomotive engines, twenty-five thousand freight cars, four hundred passenger coaches; that it employs in its service and pays therefor twenty-five thousand employes, most of whom depend upon their wages for the maintenance and support of themselves and families, that among these employes are about seven hundred locomotive engineers, who receive from the company for their services wages mutually agreed upon between them and the said company and perfectly satisfactory to both, and are furthermore subject to such terms and conditions, rules and government also agreed upon between them, and furthermore said locomotive engineers have no just ground of complaint against their employer, the Union Pacific Railway Company.

That a great portion of the territory so as aforesaid covered by the Union Pacific Railway Company's system depends entirely upon it for its connection with

the world at large, and that the social, commercial and industrial interest of this territory has been largely developed, fostered and sustained by its traffic and commerce with the rest of the world, through and by means of the agency of the railway system of the said Union Pacific Railway Company.

Your orator further shows that its railway system not only intersects at numerous points in its territory, the lines belonging to the Union Pacific Railway Company's system, but its lines of railroad between Kansas City and Chicago, and between Omaha and Council Bluffs and Chicago, form and constitute principal connections between Kansas City and Chicago, and Omaha and Council Bluffs and Chicago, for the receiving and forwarding to eastern points and connections the east bound traffic of the said Union Pacific Railway Company, and for the bringing from eastern points and connections to said Union Pacific Railway Company at said cities of Council Bluffs and Omaha and Kansas City, and delivering to the said Union Pacific Railway Company, the traffic consigned to points upon its system and its various connections in the west; that the volume of traffic so as aforesaid exchanged between your orator and the said Union Pacific Railway Company amounts to a very considerable part of the through traffic of said railway system.

And your orator further shows that especially at Kansas City and at Council Bluffs and Omaha and at Denver there is a constant and a large exchange of traf-

fic between the companies aforesaid, all of which has heretofore been done and without interruption and in the general and ordinary course of business.

Your orator further shows that the Union Pacific Railway Company disregarding its obligations as a common carrier, and in open and direct violation of the provisions of the Inter-state Commerce Law enacted by the Congress of the United States, has, during the past several days, neglected and refused and still doth neglect and refuse to exchange traffic with your orator, at the places aforesaid as well as at numerous other places where their lines intersect and connect with each other and has neglected and refused and still doth neglect and refuse to receive from your orator freight and traffic tendered by it in the ordinary course of its business as a common carrier to the said Union Pacific Railway Company, and hath neglected and refused and still doth neglect and refuse to handle the same or to forward the same to its destination whether to points in its territory or to other connecting lines.

That the agents and employes of said company at numerous and different places and particularly at Kansas City, at Denver, and at Omaha, have served notice upon your orator that it will not receive, handle forward or deliver any traffic or freight which may in the future be offered it by your orator for forwarding or delivery to destination; and that it will not afford to your orator any facilities whatever for the interchange of traffic between its lines and your orator's.

And furthermore that the said Union Pacific Railway Company, at all times aforesaid has afforded to all others of its connecting and intersecting lines all reasonable and proper facilities for the exchange of traffic between it and such other lines for receiving, forwarding and delivering the same to and from their several lines and others connecting therewith, thereby giving undue and unreasonable preferences and advantage to such other connecting and intersecting lines over your orator to its undue and unreasonable prejudice and disadvantage, all of which acts and doings and failures to act and do on the part of said Union Pacific Railway Company, are a gross violation of its duties as a common carrier and of its obligations and duties under the Inter-state Commerce Law, as hereinbefore stated:

Your orator further shows to this Honorable Court that there now exists and for a long time past has existed throughout the United States and particularly in the states and territories hereinbefore particularly named, a secret organization, known and called the Brotherhood of Locomotive Engineers, though whether said organization is a corporation organized and existing under the laws of any of the several states of the Union your orator not knowing, is unable to state.

That this organization is a secret one, transacting its business in secret sessions, at which none are allowed to be present, except the regular members thereof, all of whom are bound together by their own oaths, rules, laws, customs, and government, the precise nature and

character of which your orator, not knowing, is unable to state.

That said Brotherhood includes, practically, all the skilled locomotive engineers in active employment in the United States, and numbers more than twenty thousand, and to day said Brotherhood through its organization, aforesaid, and through its members, practically controls and operates the locomotive power upon all the railroads and railway systems of the United States, except that of your orator and particularly the railroads and railway systems which your orator's lines connect with, and intersect, as herein shown. That the open and avowed purpose of this organization is to control the various railroads and railway systems of the United States and the traffic and commerce of the country thereupon handled so as to enable it to dictate the terms, conditions and rules which shall govern the employment of its members by any and all said railroad companies.

That the fact is that by reason of its so, as aforesaid, controlling all the skilled engineers of the United States, and by reason of its thorough and perfect organization it can without warning to the public and in a moment arrest the wheels of commerce upon all the railroads throughout the entire country and so cripple and paralyze all the social, commercial, industrial and political forces of the entire nation and thereby entail upon the people thereof an immeasurable and irreparable injury and destruction of property, rights and happiness.

Your orator further shows that the said organization includes among its most active and efficient members the entire body of the skilled engineers, numbering in all more than six hundred now in the employ of the Union Pacific Railway Company, and having absolute control, by reason of the facts herein stated, of the motive power thereof.

That the said members so as aforesaid in the employ of the Union Pacific Railway Company and the members of the said Brotherhood maintain at different places in the State of Nebraska, upon the line of the said Union Pacific Railway Company various lodges or sub-divisions of their order; that they have their regular places of meeting and discussing matters and things pertaining to their order, its business and and purposes, though where these places are or at what points upon the line of the said railway company or what the names of these various different lodges or sub-divisions are your orator, not knowing, is unable to say.

Your orator further states that one P. M. Arthur, now temporarily at the city of Chicago, is the chief of the entire organization, having power and authority to represent it and to act for it in all matters of public concern, subject to such limitations and conditions as may be imposed by the secret constitution and laws.

Your orator further shows unto this Honorable Court that John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman,

William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt C. Parr, Zach T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, and Alex F. Wilkins, combining and confederating together and with divers other persons, as yet unknown to your orator, but who your orator shows are in the employ of the various railroads and railway systems of the United States except that of your orator, as skilled engineers, and who, with the defendants, hereinbefore particularly named, comprise the membership of the Brotherhood of Locomotive Engineers of the United States, as hereinbefore particularly described, and whose names, when discovered, your orator prays may be inserted herein as defendants and they made parties hereto with proper and apt words to charge them, how to injure and oppress your orator, have unlawfully and wickedly, by pre-concert and connivance combined, connived and conspired together to compel your orator to discharge more than eight hundred employes, now engaged in its service as locomotive engineers and compel it to employ in their places a like number of engineers, who shall be members of the Brotherhood, upon such terms and conditions as they shall prescribe to your orator, and to the end that the said defendants may accomplish their unlawful, unjust and wicked purposes aforesaid, by means of their unlawful, unjust and wicked combinations and

conspiracy, and pursuant thereto they and each of them, wherever they may be employed as locomotive engineers upon any railroad in the United States and particularly upon the lines of the defendant, the Union Pacific Railway Company, have refused and still continue to refuse to receive, handle, haul or deliver any traffic whatever originating at any point upon your orator's system or at any point beyond and passing over it to a destination upon any of the lines of road controlled as aforesaid by said Brotherhood and originating at any point without your orator's system and passing over any of the railroads as aforesaid controlled by said Brotherhood and destined to any point upon your orator's system, thereby and by means thereof absolutely destroying and annihilating a large volume of your orator's business and so injuring and depreciating the value of its property and of its stocks and bonds, thereby working immeasurable and irreparable injury and loss to your orator and to all persons interested in it.

And your orator further shows unto this court that the defendants hereinbefore particularly named and their confederates above generally described, not content with the grievance, damage and injury which they have already caused and are now causing to your orator, are now threatening, both as individuals and as members of the above referred to organization, to order and inaugurate at any time a general strike upon any or all of the various systems of railways in their power, or under their control, and particularly upon the line of the Union Pacific

Railway Company, of all the locomotive engineers thereon employed, for the further accomplishment and more effectual carrying out of the unjust, unlawful and malicious conspiracy to force your orator to discharge its employes above referred to and replace them with members of the Brotherhood of Locomotive Engineers.

That such purposes, if carried out, will cause even greater damage and injury to your orator, as well as to all persons directly interested in it, than it or they have already suffered, and are now suffering through this malicious and wrongful conspiracy, and that its effects will be most widespread and sweeping and involve the entire country in overwhelming distress and disaster, causing untold loss and damage, not only to the commerce of the country, but to all of the citizens thereof, and particularly and especially will it cause immeasurable and irreparable loss and injury and destruction to all of the great railway systems of the United States and to all of the industrial and commercial institutions closely allied to and dependent upon them for their prosperity and success.

And your orator further shows, that by reason of the premises hereinbefore stated and by reason of the situation and attitude of the said Brotherhood and by reason of the threats and declarations made by said Brotherhood, through its officers and representatives, and by the individual members thereof, to inaugurate and maintain the strike or strikes hereinbefore referred to, the entire country is in a state of feverish unrest, which of itself is having a depressing effect upon the

business and commerce of the country, and is working irreparable loss and injury to all callings and occupations, and especially and particularly to the business interest and property of your orator, and of all persons immediately interested in it.

Your orator further shows that in view of all such threats and threatenings, so as aforesaid made pursuant to the unlawful, unjust and wicked combination and conspiracy, and in furtherance thereof to order the strike or strikes hereinbefore referred to, made and sanctioned by the members of said Brotherhood and by their chief P. M. Arthur, and other officers and representatives at Chicago, Illinois, and at various other places in the country, such strike or strikes are liable at any moment to be precipitated upon the country, and particularly and especially upon the lines of the Union Pacific Railway Company, and will be so precipitated unless this Court shall grant an injunction, restraining these defendants, hereinbefore above particularly named, and all their confederates just referred to, from either as individuals or members of the Brotherhood of Locomotive Engineers, carrying into effect this unjust, unlawful and malicious conspiracy, to strike upon the lines of these great railway systems, and more particularly upon that of the Union Pacific Railway Company, in order to wrongfully, maliciously and unlawfully force your orator to discharge certain of its employes and replace them with members of this Brotherhood.

And your orator further shows that in order to accomplish the unjust, unlawful and wicked purposes so as aforesaid conceived, premeditated and agreed upon to be carried into effect, by such unlawful, unjust and wicked connivance and conspiracy, as hereinbefore described, and to compel your orator to discharge its locomotive engineers and employ in their places others, as hereinbefore particularly stated, by injury and destruction of your orator's business and property and by annihilating the inter-state and exchange traffic with the connecting and intersecting lines, hereinbefore described, and deprive your orator of the rights, privileges and advantages as a common carrier under the laws of the land, and prevent your orator from performing the duties and obligations as such, said defendants, John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert G. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug C. Patton, Matt C. Parr, Zack T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex. F. Wilkins, and the other defendants whose names to your orator are unknown, are all engineers in the employ of the Union Pacific Railway Company and members of the Brotherhood, as already shown, and, having, as already stated, control of the traffic upon the lines of the Union Pacific Railway Company, did at recent secret sessions of their Brotherhood, held in the State of Nebraska, for that

purpose, agree and resolve that they would, as individuals, and as members of said organization, refuse to receive, handle, haul or deliver any traffic whatever passing over any portion of the lines of the said Union Pacific Railway Company destined to or from any point upon your orator's system or passing over any part thereof, and fully conscious of the unlawful character of such resolutions and agreements, and of the acts and actions thus resolved upon and agreed to, and anticipating any and all efforts upon the part of the said Union Pacific Railway Company, its officers and agents, or your orator or any other interested person or party to compel them or either of them to receive, handle, haul and deliver. traffic aforesaid or any part thereof, did then and there further resolve and agree that in the event that any interested person or party and more particularly your orator should invoke the aid of the courts of justice, having jurisdiction in the premises to require and compel them or either of them to receive, handle, haul or deliver the aforesaid traffic, or in the event that their employer, the said Union Pacific Railway Company, through its proper officers, should require and command them or either of them to receive, handle, haul or deliver the traffic aforesaid, or any portion thereof, or generally require them, or either of them, in that behalf to perform any and all duties, owing by them and each of them as employes of said company, they would, as individuals, and as members of the said Brotherhood. for the accomplishment of the unjust, unlawful and wicked combination, connivance and con-

spiracy, herinbefore described, and to more effectually carry out the same, strike and quit the employment and so absolutely arrest all business and traffic upon all the lines of the said company and that pursuant to such resolutions and agreements, so as aforesaid unlawfully unjustly and wickedly, entered into, as herein described, William Hollanback, one of the defendants herein and one of the said engineers in the employ of the said Union Pacific Railway Company, and one of the members of the said Brotherhood, did, on the 7th day of March, 1888, while engaged as such employe, running an engine between Grand Island and Omaha, absolutely refuse to perform his duties as such engineer, and to haul the train attached to his locomotive for the reason that it contained a car load of freight destined from a point upon one of the lines of your orator, to-wit, Ord, to Omaha, Nebraska. That said refusal upon the part of the said engineer was the act of the entire Brotherhood of the country, and particularly of the Brotherhood of the State of Nebraska, by virtue of the unlawful, unjust and wicked combination, connivance and conspiracy, hereinbefore particularly described, and pursuant to which unlawful, unjust and wicked purposes, he made such refusal.

Your orator further shows that all of these acts and refusals of the said defendants, each and all of them, as already shown, are working it great injury, injustice, damage, and destroying its business and its property to an amount impossible to estimate.

Your orator further shows that from the threats and menaces openly made and uttered by these defendants, herein particularly named and their confederates above generally referred to, and more particularly those members of the Brotherhood in the employ of the Union Pacific Railway Company along with these defendants, particularly named, a strike to-day of all the locomotive engineers upon the said railway system is imminent, and will be ordered and carried into effect by these defendants and their confederates as individuals and members of this organization whenever your orator shall, by legal measures and proceedings, seek to compel the defendant corporation, the Union Pacific Railway Company, to discharge its obligations and duties owing, as a common carrier, to the public and to your orator, and to compel the above named defendants in the employ of the said Union Pacific Railway Company, as aforesaid, to perform their duties to their employers, the public and your orator.

That the said organization or Brotherhood of Engineers, is insolvent, and that all the members thereof are insolvent, having no other means or property except such as is generally exempt under the exemption laws of the State of Nebraska, and of the several states in which they reside.

Wherefore, and by reason thereof, among others, your orator is without adequate remedy at law, and your orator further shows unto this Honorable Court that the matter in dispute herein exceeds exclusive of

interest and costs, the sum or value of two thousand dollars, (\$2,000), and that this is a suit arising under the constitution or laws of the United States.

To the end therefore that your orator may have that relief which it can only have in a court of equity, it prays such general relief in the premises as the nature and circumstance of this case may require and to this Honorable Court may seem meet, and may it please your Honors to grant unto your orator, not only a Writ of Injunction, issuing out of and under the Seal of this Honorable Court, to be directed unto the said defendant corporation, the Union Pacific Railway Company, restraining and enjoining it, as well as each and all directors, officers, agents, servants and employes, as well as all persons whatsoever acting under the authority, permission, direction or license of it or any of its directors, officers, agents, servants or employes, or with their assent or acquiescence, or with the assent or acquiescence of either of them, either expressed or implied, from refusing or denying unto your orator or any of its directors, officers, agents, servants or employes, all reasonable, proper, and equal facilities for the inter-change of traffic between the lines of your orator and those of the said Union Pacific Railway Company, and it and each and every of them aforesaid from refusing to receive, handle, haul and deliver any and all traffic of whatsoever nature or description, now or that may hereafter be in course of transportation over the various lines of the said Union Pacific Railway Company, destined to

or from any point upon your orator's lines of railroad, or that may be passing or may hereafter pass over the same between points without your orator's system; and restraining and enjoining it and each and every of them aforesaid from refusing to afford to your orator, its directors, officers, agents, servants and employes aforesaid, any and all facilities for the interchange of traffic between your orator's lines and the lines of the said Union Pacific Railway Company, commanded and prescribed by the various provisions of the Inter-state Commerce Law of the United States; and enjoining and restraining the said defendants, John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Parton, Matt C. Parr, Zach T. Sprigg, James Shields, Chas. E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex. F. Wilkins, and the other unknown defendants, whose various names are to be inserted herein as discovered, each and every of them, from striking, and quitting the service of the said Union Pacific Railway Company, and from doing any other act or thing, and from refusing to perform any other act, in carrying out their unjust, unlawful and wicked purposes, through their unlawful, unjust and wicked combination, connivance and conspiracy either as individuals or as members of the said Brotherhood of Engineers, to compel your orator to discharge its employes and hire others in their places, and by in-

juring and destroying its property and business.—but,
 also, a writ of subpoena, to be directed to the said Un-
 ion Pacific Railway Co, and to the said John M Byers
 M. W. Burnham, Noah S. Clark, Wallace V. Doolittle,
 Robert J. Gentleman, William Hollanback, Joseph Hay,
 Albert L. Johnson, James R. Jackson, Theo. C. Liv-
 ington, Patrick Lynch, Timothy Manahan, Harry Max-
 well, Robert J. McConnell, Doug. S. Patton, Matt C
 Parr, Zach T. Sprigg, James Shields, Chas. E. Taylor,
 M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks,
 Alex. F. Wilkins, and their unknown confederates, whose
 names, when discovered, are to be inserted herein, as
 defendants,—thereby commanding it and them and each
 of them, at a certain time and under a certain penalty
 therein to be limited, personally to appear before your
 Honors, in this Honorable Court, and then and there
 full and true, direct and perfect answer make, to all and
 singular the premises, your orator hereby waiving, un-
 der the rules of this Court, the necessity of the answer
 of such defendants being put in under the oaths
 of said defendants or the oath of either of them, and fur-
 ther to stand to, perform and abide such further order,
 direction, and decree therein as to this Honorable Court
 shall seem meet.

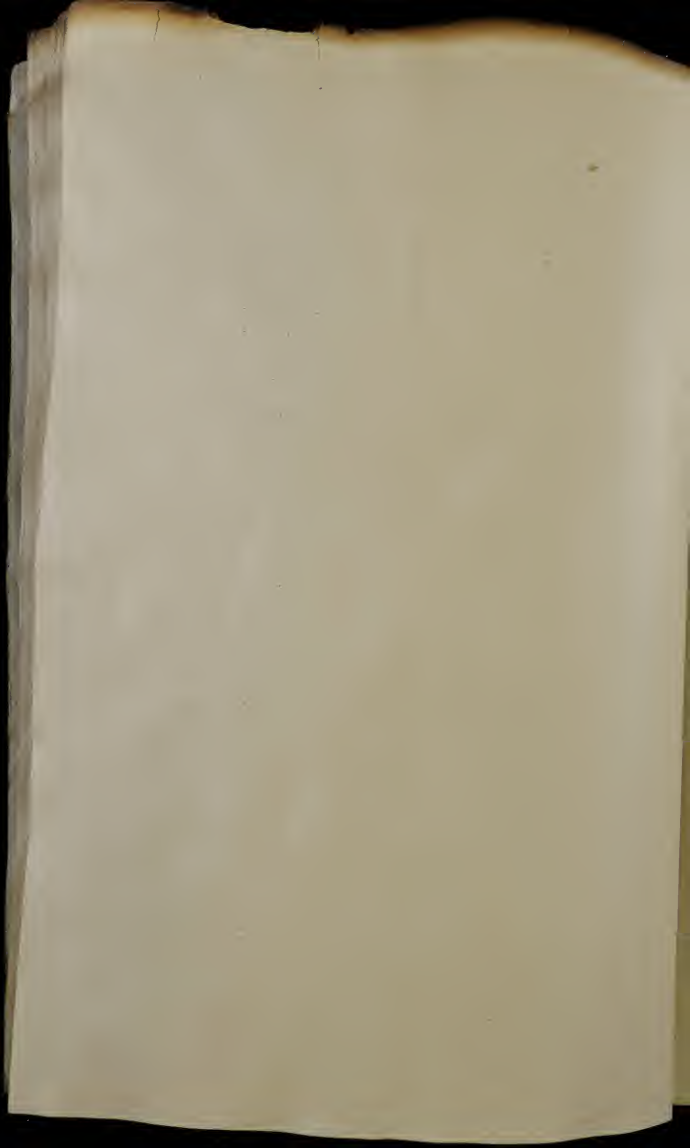
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,
 By C. J. GREENE, *Solicitor*.
 T. M. MARQUETTE, *of Counsel*.

UNITED STATES OF AMERICA, }
 STATE OF NEBRASKA, } ss.
 COUNTY OF DOUGLAS. }

George W Holdrege being first duly sworn deposes and says that he is a general manager of the Chicago, Burlington & Quincy Railroad Company, the Plaintiff herein—that he has read the contents of this bill and is familiar therewith and says that the facts and allegations therein are true and correct.

G. W. HOLDREGE.

Subscribed in my presence and sworn to before me this 8th day of March, 1888.



INJUNCTION.

The President of the United States of America:

To the Union Pacific Railway Co, its Directors, Officers, Agents, Servants and Employes, and to John M. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt. C. Parr, Zack T. Sprigg, James Shields, Charles E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks, Alex. F. Wilkins, and their unknown confederates, whose names when discovered to be inserted herein, greeting:

WHEREAS. it hath been represented to us in our Circuit Court for the District of Nebraska, in EQUITY, on the part of the Chicago, Burlington & Quincy Railroad Company, complainant, that it hath lately exhibited its Bill of Complaint in our said Court, before our Judges of said Court against you the said Union Pacific Railway Company, and John M Byers, H W Burnham, Noah S Clark, Wallace V Doolittle, Robert J Gen-

tleman, William Hollanback, Jos Hay, Albert L Johnson, James R Jackson, Theo C Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. C. Patton, Matt C. Parr, Zach T Sprigg, James Shields, Charles E Taylor, M. L. Van Arsdale, Myron L Ware, Nicholas Weeks, Alex F Wilkins, and your unknown confederates, whose names when discovered to be inserted herein, to be relieved touching the matter therein complained of, in which Bill it is stated among other things, that you the said defendants each and all of you, have refused and continued to refuse to receive, handle, haul and deliver any and all traffic whatsoever upon or over the lines of the said Union Pacific Railway Company, originating at or destined to any point upon the line of the said Chicago, Burlington & Quincy Railroad Company, or passing over the same or any part thereof, and have each and every one of you refused and continue to refuse to perform your duties as a common carrier, and as such officers, agents, servants and employes prescribed by the laws of the United States and particularly by the Inter-state Commerce Act thereof, and that you, John H. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentlemen, William Hollanbeck, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo. C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt. C. Parr, Zack T. Sprigg, James Shields, Chas. E. Taylor, M. L. Van Arsdale, Myron L. Ware, Nicholas Weeks,

Alex. F. Wilkins, and that each and all of you, and your unknown confederates, as aforesaid, have each and all of you, unlawfully, unjustly and wickedly combined, organized, connived, confederated and conspired, and are still organizing, combining, conniving, confederating and conspiring, for the purpose of compelling the said Chicago, Burlington & Quincy Railroad Company to discharge certain of its employes and hire others in their places, by injuring, destroying and annihilating its business and property, and each and all of you pursuant to such unjust and wicked combination, organization, confederation and conspiracy, and pursuant thereto have refused and still continue to refuse to receive, handle, haul and deliver any and all traffic of the said Chicago, Burlington & Quincy Railroad system, over the lines of the said Union Pacific Railway Company.

And further that you, each and all of you, have pursuant to such conspiracy and in furtherance thereof, resolved and agreed among yourselves that you will, each and all of you, unite in a general strike upon the lines of the said Union Pacific Railway Company in the event that the said Chicago, Burlington & Quincy Railroad Company, or the managers and officers of the said Union Pacific Railway Company, shall direct you or either of you, to handle the traffic aforesaid upon the lines of the said Union Pacific Railway Company, either by the aid of Courts of Justice or otherwise.

And that you the said defendants and each and all of you will, if compelled as aforesaid, to as aforesaid

receive, handle, haul and deliver the traffic aforesaid, precipitate upon the lines of the said Union Pacific Railway a general strike, thereby causing to the said Chicago, Burlington & Quincy Railroad Company, to the Union Pacific Railway Company and to the public generally, great and immeasurable loss, injury and destruction of property and business.

And further, that the said Chicago, Burlington & Quincy Railroad Company, is wholly without any adequate remedy at law, and that your acting and doing in the premises are contrary to equity and good conscience;

We, therefore, in consideration thereof, and of the particular matter in said bill set forth, do strictly command you and each and every of you under the penalty of _____ dollars, to be levied upon your lands, goods and chattels, to our use, that you do absolutely desist and refrain from refusing or denying unto the said Chicago, Burlington & Quincy Railroad Company, its directors, officers, agents, servants or emp'oyes, all reasonable and equal facilities for the interchange of traffic, between the lines of the said Chicago, Burlington & Quincy Railroad Company and those of the said Union Pacific Railway Company, and that you, and each and every of you, desist and refrain from refusing to receive, handle, haul and deliver any and all traffic of whatever nature or description now or that may hereafter be in the course of transportation over the various lines of the Union Pacific Railway Company, destined to or from any point upon the Chicago, Burlington & Quincy Railroad

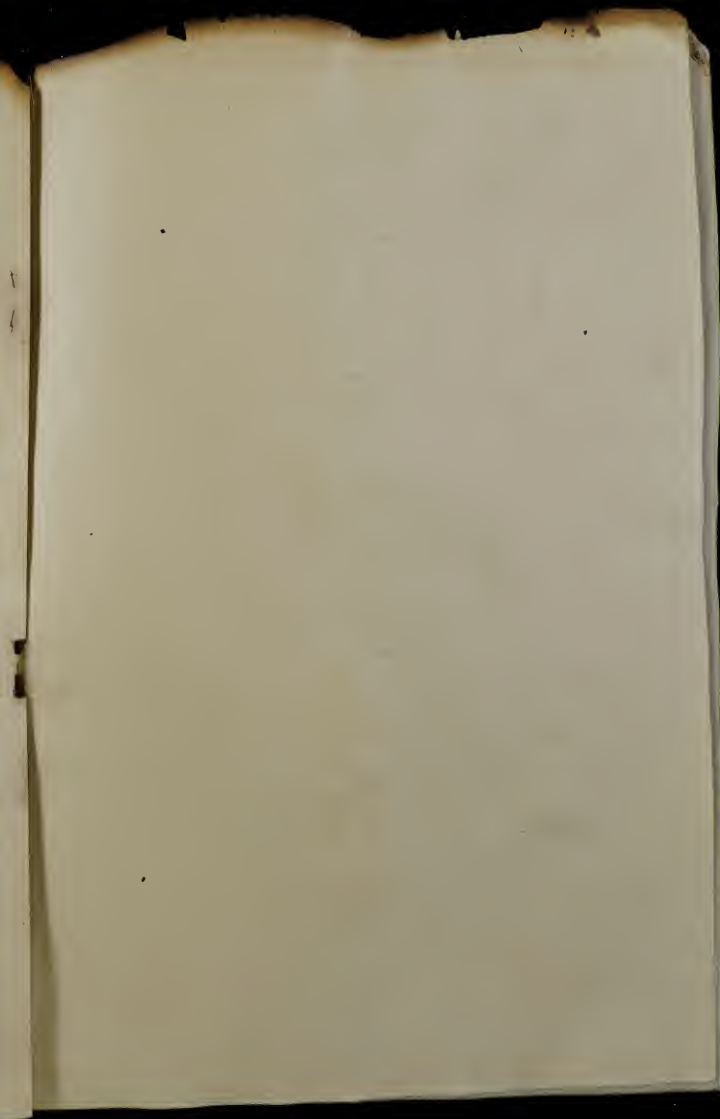
Company's lines of railroad, or that may be passing over, or may hereafter pass over the same, between points without the Chicago, Burlington & Quincy Company's system, and that each and all of you, desist and refrain from refusing to afford to the said Chicago, Burlington & Quincy Railroad, its Directors, Officers, Agents, Servants and Employes aforesaid, any and all facilities for interchange of traffic, between the lines of the said Chicago, Burlington & Quincy Railroad Company, and those of the said Union Pacific Railway Company, and commanded and prescribed by the various provisions of the Inter-state Commerce law of the United States.

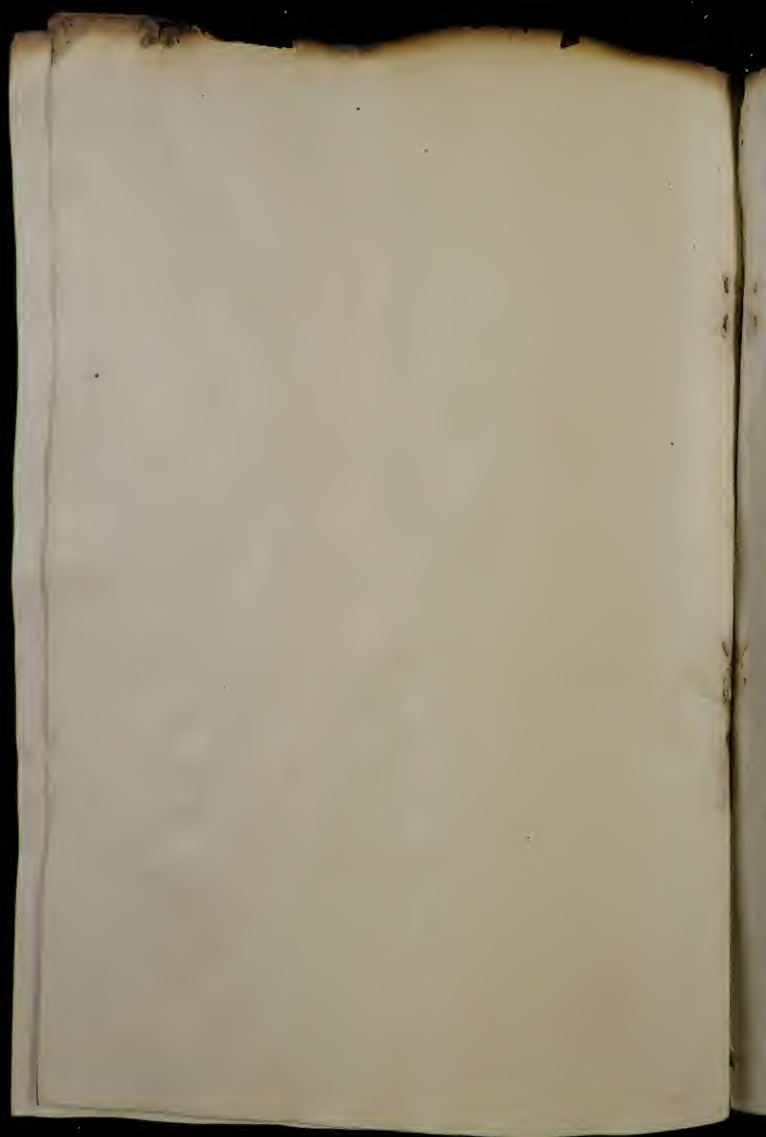
And that you, John H. Byers, M. W. Burnham, Noah S. Clark, Wallace V. Doolittle, Robert J. Gentleman, William Hollanback, Joseph Hay, Albert L. Johnson, James R. Jackson, Theo C. Livingston, Patrick Lynch, Timothy Manahan, Harry Maxwell, Robert J. McConnell, Doug. S. Patton, Matt C. Parr, Zach T. Sprigg, James Shields, Chas. E. Taylor, H. L. VanArsdale, Myron L. Ware, Nicholas Weeks, Alex F. Wilkins, and your confederates, do absolutely desist and refrain from striking, combining or confederating for the purpose of organizing or advising a strike among the officers or agents or employes of the said Chicago, Burlington & Quincy Railroad Company, or the Union Pacific Railway Company, for the purpose of injuring the said Chicago, Burlington & Quincy Railroad Company, or its employes, or interfering with its railroad business, or in any manner violating the Inter-state Commerce law of

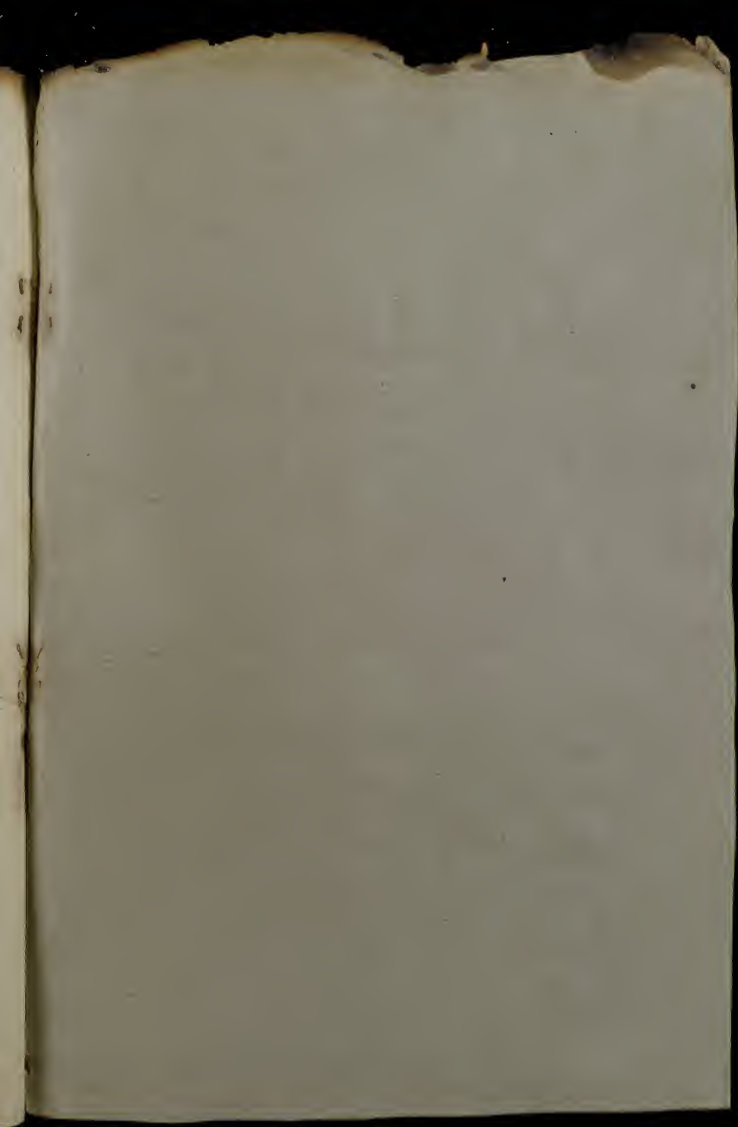
the United States. And you, the defendants above named, and your confederates, are further restrained from meddling or interfering with the Chicago, Burlington & Quincy Railroad Company's employes, or in any manner interfering with its property or railroad business, except for the purpose of transporting cars, passengers and freight, as provided by law, and from doing any other act or thing, and from refusing to perform any other act or thing, in carrying out your unlawful, unjust and wicked purposes through your unlawful, unjust and wicked combination, connivance and conspiracy, either as individuals or as members of the Brotherhood of Locomotive Engineers, to compel the said Chicago, Burlington & Quincy Railroad Company to discharge its employes and hire others in their places, and by injuring and destroying its property and business, until the hearing of this cause by our said court, and our said court shall have made further order thereupon.

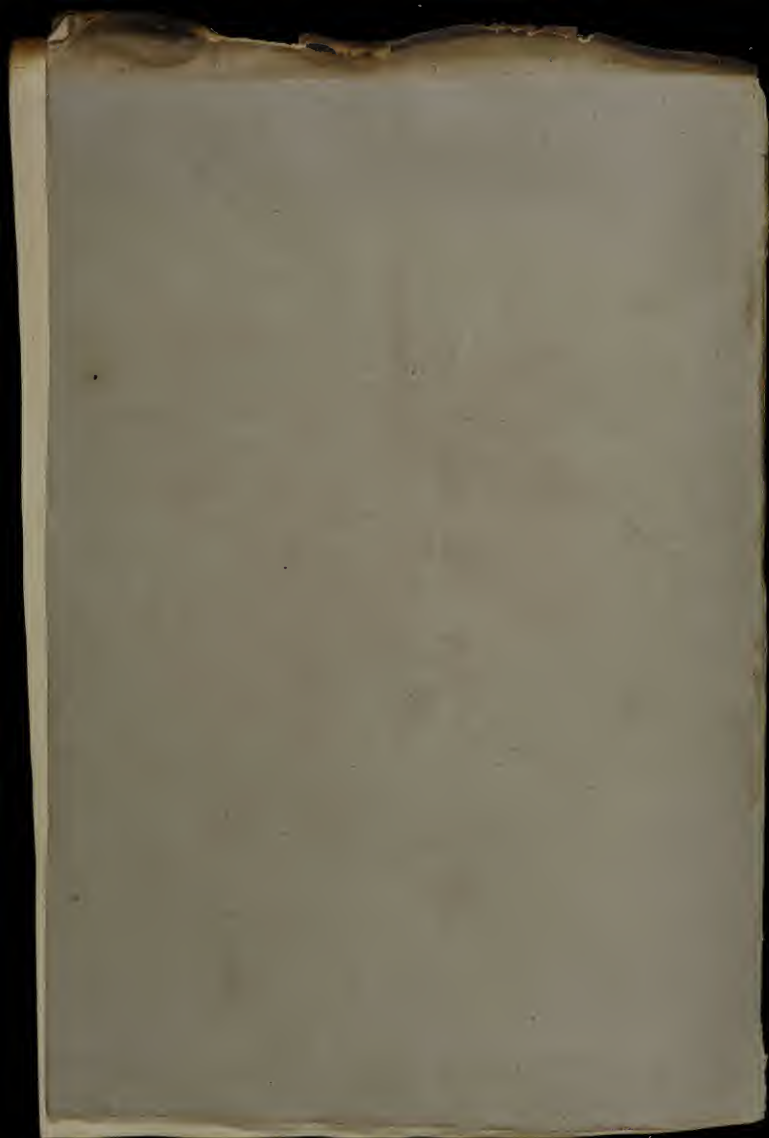
WITNESS, The Hon. Morrison R. Waite,
Chief Justice of the Supreme Court of the
United States at Omaha, this ninth day of
March, A. D., 1888, and of the Independence
the one hundred and twelfth year.

ELMER D. FRANK,
Clerk.









Burlington. Dec.7, 1889.

Mr. C.M. Dawes,

Ass't Solicitor,

Chicago.

Dear Sir:-

I inclose herewith two copies of the petition and answer
in the complaint of the C.B. & Q. against the B.C.R. & N., et al.,
as per your request of the 27th ultimo.

Yours truly,

J. M. Plythe

acknowledged
Dec 9. '89

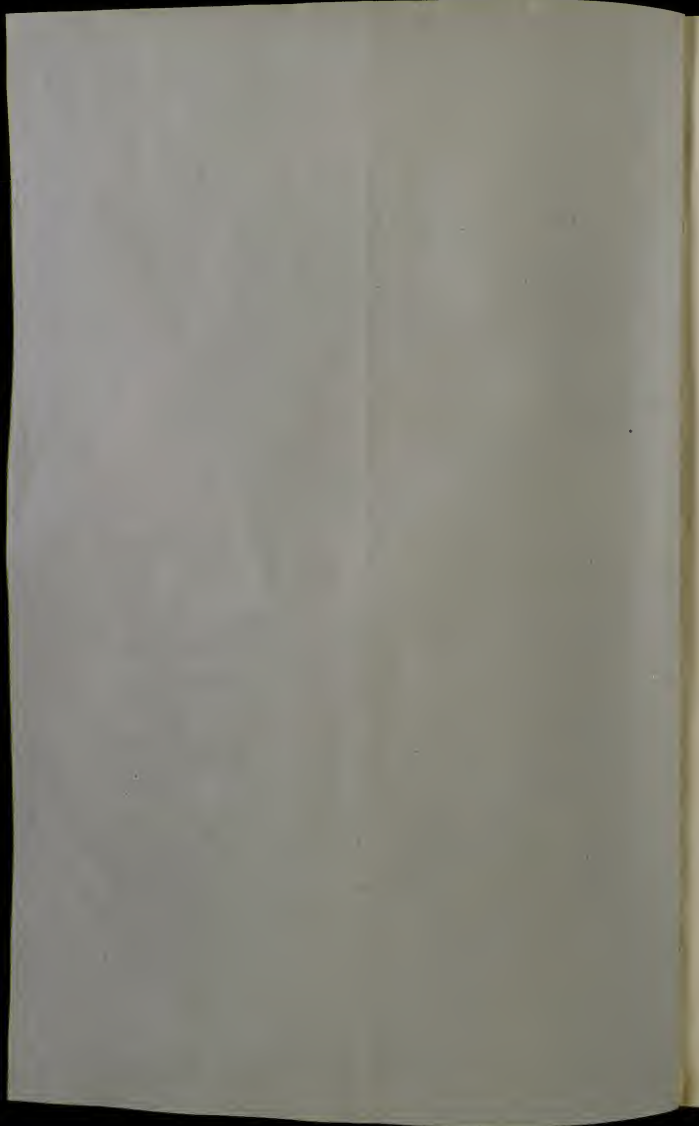
IN THE

United States Circuit Court,

EASTERN DISTRICT OF MISSOURI.

ST. LOUIS, KEOKUK AND NORTH- WESTERN RAILROAD COMPANY, <i>Complainant,</i>	} <i>In Equity.</i>
<i>vs.</i>	
WABASH WESTERN RAILWAY COM- PANY, <i>Defendant.</i>	}

BILL OF COMPLAINT.



UNITED STATES OF AMERICA }
EASTERN DISTRICT OF MISSOURI } ss.

IN THE

Circuit Court of the United States,

FOR THE SAID EASTERN DISTRICT OF MISSOURI.

THE ST. LOUIS, KEOKUK & NORTH- WESTERN RAILROAD COMPANY, <i>Complainant,</i>	} <i>In Equity.</i>
<i>vs.</i>	
THE WABASH WESTERN RAILWAY COMPANY, <i>Defendant.</i>	} <i>No.</i>

*To the Honorable, the Judges of the Circuit Court of the
United States for the Eastern District of Missouri:—*

The complainant, the St. Louis, Keokuk & Northwestern Railroad Company, a citizen of the State of Iowa, brings this its bill against the Wabash Western Railway Company, a citizen of the State of Missouri; and there-upon your orator complains and says:—

That it is a railroad corporation duly organized and exist-

ing under the laws of the State of Iowa, having its principal office and chief place of business at the City of Keokuk, in the said State of Iowa, and a citizen of said State; and the said defendant is a railroad corporation duly organized and existing under the laws of the State of Missouri, having its chief office and principal place of business in the City of St. Louis, in said State, to wit, in the said Eastern District of Missouri, and is a citizen of the State of Missouri.

That your orator is the owner and in possession of and operating a line of railroad in the States of Iowa and of Missouri, to wit, from said city of Keokuk in Iowa to St. Peters in St. Charles County, Missouri, a distance of about 135 miles; and under a lease from the Keokuk & Northwestern Railroad Company your orator is also in possession of and operates a line of railroad from Keokuk northward to Mount Pleasant, Iowa, a distance of 50 miles; the entire railroad so actually in possession of and operated by your orator extends over a distance of 185 miles and runs through a populous and prosperous territory, from which, as well as through and by means of the connections of your orator's railroad hereinafter mentioned, a large and profitable freight and passenger business has been and is afforded to your orator and is carried on by it to the great benefit and advantage of the public;

That at its said northern terminus at Mount Pleasant, Iowa, the said line of railroad of your orator connects with the main line of the Chicago, Burlington & Quincy Railroad, one of the most extensive and important railway systems of the United States, which consists, including its auxiliary and leased lines, of more than 5,000 miles of railway, extending into the States of Illinois, Iowa, Nebraska, Missouri, Kansas and Colorado;

That at Donelson, in Lee County, Iowa, your orator's said railroad connects with the Chicago, Burlington & Kansas City Railway extending from Burlington, Iowa, to Carrollton, Missouri, a distance of 220 miles; at Keokuk,

Iowa, your orator's said line connects with the Keokuk branch of the said Chicago, Burlington & Quincy Railroad, and by means thereof connects at Burlington, Iowa, by traffic arrangement with the Burlington, Cedar Rapids & Northern Railway, another important and independent system of about 1,000 miles in length, by means of which connection last mentioned your orator with the business of its railroad reaches to the cities of Minneapolis and St. Paul;

That at said city of Keokuk your orator's line of railroad also connects with the Keokuk & Western Railway and with the Toledo, Peoria & Western Railway and with the Chicago, Rock Island & Pacific Railway, the said last mentioned connection also enabling your orator to do business over a very large extent of territory not reached by other lines;

That south of the said City of Keokuk your orator's railroad connects at West Quincy, in the State of Missouri, with the Quincy, Missouri & Pacific Railroad and by traffic arrangement with the Quincy Bridge Company, your orator operates its said railroad to and into the City of Quincy in the State of Illinois, at which point it connects with the extensive system of railroads centering at said City of Quincy;

That at the City of Hannibal, Missouri, your orator's said railroad connects with the Hannibal & St. Joseph Railroad and with the Missouri, Kansas & Texas Railroad and the railway systems connecting with them respectively; and at the City of Louisiana, Missouri, with the Chicago & Alton Railway system;

That at its said southern terminus at St. Peters, near Dardenne, St. Charles county, Missouri, your orator's railroad intersects and is connected with the main line of railroad belonging to and operated by the Wabash Western Railway Company, defendant, by means whereof, and of the traffic arrangement hereinafter mentioned your orator has been enabled to reach the City of St. Louis and to make a direct and profitable railroad connection and interchange

business with the vast system of railroads having termini in that city.

Your orator's line of railroad is thoroughly and efficiently provided with motive power and equipment to carry all passengers, mails, express matter and freight which may be tendered it for carriage, and your orator, as it is in duty bound to do, holds itself out to the public as a common carrier for hire of persons and property and not only has been and is engaged in carrying the same between stations on its said line of railroad in the State of Missouri and in the State of Iowa but is also largely engaged in commerce as well between the said States of Missouri and Iowa, in both of which its line of railroad is situated, as in carrying on its road passengers and freight in through cars which make continuous passage from points in the State of Minnesota on the north to the city of New Orleans on the south.

And your orator states that by reason of its low grades and the good and substantial character of its road-bed and the excellence of its equipment and because of its numerous and valuable connections and facilities for through traffic aforesaid, your orator not only commands and is able to transact and does transact a large and profitable business, both freight and passenger, between stations on its own line of railroad aforesaid, but also does a large amount of through business of all kinds between many points in the States of Iowa, Illinois and Minnesota and the City of St. Louis and points beyond said city to the south and southwest thereof.

And as such common carrier, so engaged largely and constantly in domestic and interstate commerce, your orator owes all the duties and obligations and as trustee for each and all of its customers is entitled to all the rights, facilities and interchanges which each and every one of the railroads connecting with it are by law required to afford to all connecting carriers by rail engaged in interstate commerce without hindrance, partiality or discrimination.

That the defendant, the Wabash Western Railway Com-

pany, is a railroad corporation duly organized and existing under the laws of the State of Missouri, and a citizen of said State, and is the owner of a line of railroad, consisting of a main line from said city of St. Louis to Kansas City in said State, with branches from Moberly, Missouri, to Ottumwa in Iowa, and from Brunswick, Missouri, to Pattonsburg, Missouri, possessed and operated by said defendant; and said defendant ever since its organization has been and still is holding itself out to the public as a common carrier for hire of persons and property over its said railroad, and as such common carrier is now and has been constantly and is to a large extent engaged not only in traffic originating and terminating in said State of Missouri but also to a large and remunerative extent is constantly receiving, transporting and delivering passengers and freight between said City of St. Louis and other places in Missouri and many places in the States of Iowa, Nebraska and Kansas; and as such common carrier of passengers and freight for hire the said defendant corporation is under all the obligations, duties and limitations imposed upon railroad corporations as well by the common law and by the Constitution and statutes of the State of Missouri as by the Act of Congress approved February 4, 1887, commonly known as the Interstate Commerce Act.

Your orator further states that while the southern terminus of the said railroad owned by complainant is at St. Peters, Missouri, as aforesaid, yet the actual southern terminus of said road for all business purposes is and since about the year 1880 has been at and within the City of St. Louis, Missouri.

Before February 4th, 1879, said railroad now owned by complainant was completed only to Clarksville, Missouri. On that date the St. Louis, Keokuk & Northwestern Railway Company, then owning said railroad, made a certain contract in writing with the St. Louis, Kansas City & Northern Railway Company then owning and operating the said railroad now owned by the defendant the Wabash

Western Railway Company, of which contract a copy is to this bill annexed marked Exhibit A, to which complainant prays leave to refer, for the contents thereof.

During the years 1879 and 1880, said St. Louis, Keokuk and Northwestern Railway Company fulfilled its purpose expressed in said contract by completing said railroad from Clarksville, Missouri, to a connection with the railway of said St. Louis, Kansas City and Northern Railway Company at St. Peters, near Dardenne, Missouri, and a joint line was formed by and between said parties as contemplated and set forth in said agreement; and ever since the completion of said railroad to St. Peters such joint line has been operated to and from the city of St. Louis in accordance with the terms of said agreement of February 4th, 1879, to wit, over said railroad from St. Louis to St. Peters belonging to said defendant and thence over the railroad of complainant to Keokuk, Iowa, for the business of transporting passengers, freight, mail and express matter until the 29th day of February, 1888, and the happening of the illegal and wrongful acts of defendant hereinafter mentioned, except that the compensation received by the defendant and its said predecessor for services by them respectively rendered has been modified as follows, to wit:—

Prior to June 14th, 1887, certain mortgages upon said railroad of defendant had been foreclosed and said railroad had come into the possession of the defendant and thereupon said St. Louis, Keokuk & Northwestern Railway Company, predecessor of complainant, was notified that the defendant did not consider itself bound by the terms of said agreement of February 4th, 1879; and thereafter a supplemental agreement was made, to wit, on and under date of June 14th, 1887, by the defendant with said St. Louis, Keokuk & Northwestern Railway Company in relation to the joint line aforesaid and the business thereof to be done over said railroads, of which supplemental agreement a copy is to this bill annexed marked Exhibit B,

to which complainant prays leave to refer for the contents thereof.

Your orator further states that ever since June 14th, 1887, the date of said supplemental agreement, until the 29th of February, 1888, all passenger and freight traffic to and from St. Louis, which has been carried on over the road now owned by complainant, has been conducted in accordance with the provisions of said agreement of February 4th, 1879, as modified by said supplemental agreement of June 14th, 1887, said defendant furnishing the facilities and motive power called for thereby, and complainant in the conduct of said business relying upon the same.

Your orator further states that without reference to any provision contained in either of said agreements above mentioned, it was and is under the Constitution and the Statutes of the State of Missouri, the right of your orator with its road to intersect and connect with defendant's said railroad, to wit at St. Peters aforesaid, and it was and is the duty of said defendant to receive and transport your orator's passengers, tonnage and cars loaded or empty without delay or discrimination, to wit, on defendant's said railroad between St. Peters and St. Louis; and under the provisions of the said Interstate Commerce Act it was and is the duty of the defendant, which is a common carrier subject to the provisions of said Act, not to subject your orator, or any description of traffic by it carried on, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever, but according to its powers to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines and for the receiving, forwarding and delivering passengers and property to and from their several lines and others connecting therewith, and not to prevent by any means or device whatsoever the carriage of freights transported or to be transported upon the said railroad of your orator between points in the State of Missouri and other States from being continuous from the place of shipment to the place of destina-

tion, and to that end not to make or require your orator to make any break of bulk, stoppage or interruption of or in respect of any such traffic, to wit, in the transportation of freights over the said railroad of your orator and the said railroad of defendant as a connecting line of railroad.

But your orator states that said defendant corporation, regardless of its duties and obligations aforesaid in that behalf did on the 29th day of February, 1888 and on divers days since that date neglect and refuse and still doth neglect and refuse to fulfil the same, to the great and irreparable injury of your orator, without legal excuse therefor, that is to say;

Said defendant hath refused and still refuses although thereunto by your orator requested to form a joint line of railway with your orator from St. Louis, Missouri, to Keokuk, Iowa, for passenger, freight, mail and express business as contemplated by said agreements above mentioned; and hath refused and still doth refuse to furnish to your orator depot and terminal facilities at St. Louis, for such joint line and business as contemplated by said contracts, or the motive power necessary to haul all or any trains of such joint line business between St. Louis and the said junction of your orator's railroad with defendant's railroad near Dardenne, Missouri, or as in and by said agreements contemplated to give the business of such joint line the same care, attention or facilities which the defendant gives to its own business;

And the said defendant since said 29th day of February, 1888, also in that behalf disregarding and violating its duties and obligations aforesaid as well under the constitution and statutes of the State of Missouri, as under the provisions of said Interstate Commerce Act, although thereunto by your orator requested, hath neglected and refused and still doth refuse to receive and transport on its said railroad between St. Peters and St. Louis without delay or discrimination your orator's passengers, tonnage, or cars, and hath wilfully and constantly subjected your orator and the traffic by it carried on, including through traffic and

freights consigned and billed over your orator's railroad between points in the State of Missouri and points in the State of Iowa and other States, to an undue and unreasonable prejudice and disadvantage as hereinafter stated, and hath ever since February 29, 1888, failed, neglected and refused to afford reasonable, proper or equal facilities for the interchange of traffic between their respective lines of railroad, and for the receiving, forwarding and delivering passengers and property to and from their several lines and others connecting therewith, and by certain means and devices hereinafter mentioned, hath ever since said day prevented, and is now preventing from being continuous the carriage from the place of shipment to the place of destination thereof, of freights shipped upon the railroad of your orator or delivered for shipment thereon to your orator's agents by the owners thereof, and intended to be transported upon your orator's railroad between points in the State of Missouri and other States, and hath, also, ever since said date, made and required your orator to make break of bulk, stoppage and interruption of traffic such as aforesaid, to wit, in the transportation of freights over your orator's said railroad and the said railroad of defendant and railroads connecting therewith as aforesaid.

Your orator further states that defendant's said railroad besides its connection with the railroad of your orator at St. Peters above mentioned is intersected by and connected with other railroads belonging to other railroad corporations doing business in this State among which is the St. Louis & Hannibal Railroad Company whose line of railroad is parallel with the road of your orator and which company is a rival and competing corporation with your orator for all business in Hannibal and at all points between Hannibal and St. Peters, and which also does a through business between Hannibal and St. Louis by means of the facilities afforded by the defendant's line of railroad from St. Louis to St. Peters. Said company is also by means of its connections at Hannibal and St. Louis engaged in inter-state commerce,

that is in the transportation of through freights, originating in the State of Missouri and destined to points in the States of Illinois and Iowa and elsewhere.

And your orator states that before and ever since February 29, 1888 the defendant has constantly afforded and is now affording the said St. Louis & Hannibal Railroad Company facilities for the interchange of traffic both domestic and inter-state between their respective lines of railroad and for the receiving, forwarding and delivering passengers and property to and from their several lines or others connecting therewith, to wit by hauling on said defendant's railroad the passengers, tonnage and loaded and empty cars of said St. Louis & Hannibal Railroad Company, in transacting both State and inter-state business, although refusing so to do for your orator; by reason whereof said defendant has enabled and is enabling said St. Louis & Hannibal Railroad, in competition with your orator, to divert and said last mentioned railroad is in fact diverting from your orator's line of railroad a large and profitable business which your orator would otherwise receive, and said defendant is thereby subjecting your orator in respect to the traffic now carried on, including through traffic or interstate commerce such as aforesaid, to an undue and unreasonable prejudice and disadvantage, contrary to the provisions of said Interstate Commerce Law.

Your orator further states that said defendant, in violation of its said duty under said Interstate Commerce Act hath also since February 29, 1888, refused and still refuses, although thereunto by your orator requested, to receive and transport on its said railroad from St. Peters to St. Louis, railroad cars, either loaded or unloaded, transported by your orator over its railroad to the point of connection of said railroad tracks at St. Peters and tendered by your orator to said defendant for transportation to St. Louis in the ordinary course of business, many of which loaded cars contain freight from points without the State of Missouri destined for St. Louis. And defendant hath also refused and

still refuses, although thereunto by your orator requested, to deliver to your orator's agents at said point of connection of said railroads at St. Peters for transportation by your orator on its railroad, cars consigned from St. Louis to points on and beyond your orator's railroad in the States of Missouri, Iowa and Illinois which cars were consigned from St. Louis on through bills of lading issued by your orator to the points aforesaid over your orator's railroad and had been transported by defendant from St. Louis to St. Peters as part of such through shipment, and way billed by defendant, on its own way bills, as through freight.

Said defendant, instead of receiving and transporting upon its railroad the cars so tendered to it by your orator as aforesaid without breaking bulk, and instead of delivering to your orator, without breaking bulk, the said cars so consigned over your orator's railroad as aforesaid, hath required and compelled and doth still compel and require your orator to unload such cars and to transfer the freights therein contained to other cars for transportation over defendant's railroad to St. Louis or for transportation over your orator's railroad as the case may be. By means whereof said defendant hath prevented and is now preventing the carriage of said freights from being continuous from the place of shipment to the place of destination and hath compelled your orator to break bulk in respect of through freight such as aforesaid, including freight consigned to and from the City of St. Louis, Missouri, from or to points in other States, and hath interrupted the said through traffic of your orator to its great damage and has thereby unduly and unreasonably subjected your orator and its through traffic aforesaid to disadvantage, delay and discrimination, in violation of the statutes of Missouri and of said Interstate Commerce Act.

And your orator further states that the defendant has not only refused to receive and deliver and transport cars and to interchange business with your orator as aforesaid, but has

notified your orator that it will continue so to do and will continue to so refuse to receive, deliver and transport cars loaded and unloaded, or to interchange business as aforesaid, and will require any and all freight, interchanged between the said roads of your orator and of defendant, to be unloaded and reloaded at St. Peters, as hereinbefore stated.

Your orator further states that the defendant thus discriminates against and refuses to interchange traffic with no railroad corporation in the State of Missouri except your orator and the Chicago, Burlington & Quincy Railroad Company and railroad corporations allied with said company; that such discrimination and refusal, so far as your orator is concerned, is not based upon any circumstances or conditions peculiar to any particular shipment or car so refused to be received or delivered or transported, nor upon any alleged default by your orator in the performance of any of its obligations, nor upon any alleged or actual inability of the defendant to fulfill its own obligations in that behalf above mentioned by reason of any lack of motive power, or of cars, or of employees competent to perform such duties; the fact being as your orator avers that said defendant has now in daily and constant use a large number of engines and cars manned by competent engineers, firemen and crews who could properly perform the defendant's duties aforesaid in respect of your orator and its traffic aforesaid.

Your orator further states that the only reason which has been given by defendant, its officers or agents, to your orator for defendant's said refusal to fulfill its obligations aforesaid to your orator, has been that defendant's engineers have refused to handle or move any of your orator's cars between St. Peters and St. Louis.

Your orator further states, upon information and belief, that the said engineers of defendant above referred to, but whose names are to your orator unknown, are members of a society or organization commonly known as the Brotherhood of Locomotive Engineers; that the members of said

society being thereunto instigated by and acting through certain committees or officers thereof, whose names are to your orator unknown, have conspired and confederated together to prevent the handling or hauling on defendant's said railroad of any cars, freight or passenger, loaded or unloaded, coming from or going to your orator's road, in the usual course of its business aforesaid; that such conspiracy and combination have been entered into for the express purpose of establishing a so-called boycott against your orator and its business, that is to say, for the purpose of preventing your orator from carrying on, without interruption, its through traffic aforesaid or any traffic over your orator's said road, unless and until the Chicago, Burlington & Quincy Railroad Company above mentioned shall accede to certain demands which, as your orator is informed and believes, have been made upon said last mentioned company by certain other persons who are also members of said Brotherhood of Locomotive Engineers.

Your orator states that it has no control over said Chicago, Burlington & Quincy Railroad Company nor any concern with any controversy between said company and said Brotherhood of Locomotive Engineers or any member or members thereof; that whatever may be the merits of any such controversy, it furnishes and can furnish no lawful reason or excuse for the refusal of defendant to fulfill its obligations aforesaid or for the refusal of defendant's employees or any of them to fulfill their duties as such, or for their alleged refusal to permit the defendant to fulfill its public duties as a common carrier and its obligations aforesaid to your orator; that said employees of defendant have not nor have they even alleged any cause of complaint against your orator on their own part, nor have they nor any of them any contract or other relation with your orator, nor any relation whatsoever to your orator's traffic or business aforesaid except such as may arise by reason of their contract relation with the defendant corporation as employees thereof, in which capacity it is their duty as well by their

own contract as under the requirements of law to enable and assist the said defendant to fulfill its own corporate obligations as a common carrier to the public and to your orator.

And your orator avers that such conspiracy, combination or confederation by or between defendant's said employees, and all acts and omissions in pursuance thereof are illegal and wrongful acts, in violation as well of the laws of the State of Missouri as of the laws of the United States in that behalf, and against which, and the injury and damage resulting therefrom, your orator is entitled to relief in a court of equity.

Your orator further states that by reason of the premises and as the direct consequence of defendant's said wrongful acts and refusal to fulfil its said duties, your orator has sustained and is daily sustaining great pecuniary loss and damage, for which no adequate remedy exists at law.

A large proportion of the business both State and inter-State for which the road of your orator furnishes the most direct and convenient route and which would in the ordinary course of said business, be transported over its line, is being diverted to rival and competitive lines of railroad. Your orator's said railroad is parallel with and for its entire length is practically contiguous to the Mississippi River, and in its freight business between Keokuk and St. Louis and all intermediate points it must meet direct river competition. Navigation upon said river is now opening and shipping arrangements for the season are being made and a continuance of the present wrongful and illegal acts on the part of defendant will inevitably result in continued and increasing and irreparable damage to complainant and its business by reason of a large proportion of its freight traffic being, for the entire season, diverted to river lines of transportation.

Your orator further states that the exchange of traffic between this road and that of the defendant has been not only large and constant, but in the natural course of trade is composed of a very large number of separate

shipments made at different stations on your orator's road and elsewhere of many different kinds of property owned and shipped by many consignors to many different consignees at large numbers of different stations;

That, by reason of the delays and damage to goods, on account of the unloading and reloading of cars, and the transfer of all freight as required by the wrongful acts and conduct of defendant as aforesaid, the numerous consignors and consignees who are interested in freight shipments, will have a several and valid right of action at law against your orator to recover the loss and damages by them respectively sustained.

And your orator states, that in view of said facts it would be grossly inequitable and oppressive, and create a multiplicity of suits, if each separate shipper whose consignment has been heretofore or should be hereafter refused carriage by defendant or delivery to your orator should be forced to bring his separate action for damages or relief.

And your orator further charges that as trustee for the divers owners of property in transit which has been tendered to your orator and carried by it as either domestic or interstate commerce to St. Peters, and by it tendered to defendant as aforesaid, as well as that illegally retained by defendant and refused by it to be delivered to your orator at St. Peters as aforesaid, and also for the reason that your orator has a property right in the accruing revenue and good will of the long continued and prosperous business of the carriage of domestic and interstate commerce, which it has hitherto built up mainly upon its ability to serve its shippers with as prompt, reasonable and unobstructive carriage of freight as any other road, it has no adequate remedy at law for the actual and threatened wrongs and illegal conduct of defendant, or to protect its business, both domestic or interstate, but it is only relievable in this court, sitting as a court of equity, where such matters are properly cognizable and relievable and especially, as your orator shows,

that the matter in dispute exceeds, exclusive of costs, the sum of two thousand dollars, and that this suit arises under the constitution and laws of the United States, and your orator has been illegally deprived by the defendant and its employees of a right which is given to your orator by said laws.

To the end therefore that your orator may have that relief which it can only have in a court of equity, it prays such general relief in the premises as the nature and the circumstances of the case requires, and as to the court shall seem meet; and for a writ of injunction to be issued out of this Honorable Court, to be directed unto the said defendant corporation and to its said unknown engineers and their said confederates, whose names, when discovered, are to be inserted herein as defendants, restraining and enjoining them and each and all the officers, directors, agents, servants and employees of said defendant, as well as all persons acting under the authority, direction or permission of said defendant, or of any of its officers, directors, agents or servants or with their assent or acquiescence, or with the assent or acquiescence of any of them, express or implied, from refusing or denying unto your orator or any of its agents, servants or employees all or any reasonable, proper and equal facilities for the interchange of traffic between your orator's said railroad and that of said defendant; and enjoining and restraining it and each and every of them aforesaid from refusing to receive, handle, and promptly haul, transport and deliver without delay or discrimination, all or any passengers, tonnage or cars, loaded or empty, now or that may hereafter be in course of transportation over said defendant's railroad, destined to or from any point upon your orator's said railroad or that may be passing or may hereafter pass over your orator's railroad destined to or from points beyond the same; and restraining and enjoining it and each and every of them, from subjecting your orator or any description of traffic, by it carried on, to any undue or unreasonable prejudice or disadvantage in any re-

spect whatever, and from preventing, by any means or device whatever, the carriage of freights transported or to be transported over defendant's said railroad and upon the said railroad of your orator between points in the State of Missouri and other States, from being continuous from the place of shipment to the place of destination without any break of bulk, stoppage or interruption of or in respect of any such traffic or freights; and restraining and enjoining said defendant, its officers, agents, servants and employees from refusing to carry on with your orator a joint line between said St. Peters and St. Louis in the manner and upon the terms hereinbefore stated, or from refusing to furnish them all terminal facilities at St. Louis for such joint line business, also all motive power to haul all trains of said business, or from refusing to haul all or any trains of such joint line business between St. Louis and St. Peters aforesaid, to wit in the manner and upon the terms heretofore agreed upon and carried out between your orator and the defendant as aforesaid, or from refusing to give to the business of such joint line the same care, attention and facilities which defendant gives to its own business.

And your orator prays that a temporary restraining order be forthwith issued of the nature aforesaid, to stand to the hearing of this cause, the same to be then made perpetual, and also a writ or writs of subpoena to be directed to said Wabash Western Railway Company, and their said unknown engineers, and their confederates aforesaid, whose names when discovered are to be inserted herein as defendants, directing and commanding it and them and each of them by a certain day and under a certain penalty therein to be limited to appear before your honors in this Honorable Court, and then and there full, true and direct answer to make to all and singular the premises, but not upon oath, an answer under oath being hereby expressly waived, and to further stand to and perform and abide by such further

orders, directions and decrees as to this Honorable Court shall seem meet and to which your orator shall in justice and equity be entitled.

And your orator, etc.

Solicitors and of counsel.

UNITED STATES OF AMERICA, }
EASTERN DISTRICT OF MISSOURI, } ss.

At the City of St. Louis, in the Eastern District of Missouri aforesaid on this day of March, A. D. 1888, personally appeared Charles M. Levey, who being first duly sworn on oath deposes and says that he is the Superintendent of the St. Louis, Keokuk & Northwestern Railroad Company, the complainant in the foregoing bill; that affiant has read the said foregoing bill of complaint and knows the contents thereof; that the said bill is true of his own knowledge except as to those matters which are therein stated to be on information and belief and as to those matters affiant believes it to be true.

Subscribed and sworn to at said city of St. Louis in the State of Missouri the day and year aforesaid, before me the undersigned, a notary public within and for said city and State, duly commissioned, qualified and acting for a term of office which will expire on the day of A. D. 18 . Witness my hand and official seal as such notary public the day and year in this certificate first above mentioned.

*Notary Public within and for the
City of St. Louis and State
of Missouri*

EXHIBIT A.

AGREEMENT made this 4th day of February, A. D. 1879, between the St. Louis, Kansas City and Northern Railway Company, of the first part, and the St. Louis, Keokuk & Northwestern Railway Company, of second part,

WITNESSETH :

THAT, WHEREAS, the said second party hereto desires to complete its line of railway from Clarksville, Mo., to a connection with the railway of the first party hereto at or near Dardenne, north of the bridge at Dardenne, aforesaid, and form a joint line between the parties hereto from St. Louis over the railroad of the first party to the proposed connection aforesaid, and from thence over the railroad of said second party to Keokuk, Iowa, for the business of transporting passengers, freight, mail and express, upon terms mutually advantageous to both companies, parties hereto ;

Now, in consideration of the premises, and the undertaking on the part of the second party to construct and complete its road, and make such connection, and provide necessary facilities for such joint business at said connection, and of the sum of one dollar paid by the second party to the first party, the receipt whereof is hereby acknowledged, the first party hereto agrees with said second party to form such joint line of railway from St. Louis, Mo., to Keokuk, Iowa, for passenger, freight, mail and express business, to commence as soon as said second party shall complete its track from Clarksville to the connection aforesaid, and continue fifty years, upon the terms and conditions herein mentioned.

1st. The party of the first part agree to furnish all depot and terminal facilities at St. Louis for such joint line and business, also all motive power to haul all trains of such joint line business between St. Louis and the junction afore-

said, at or near Dardenne, pay all bridge tolls over the St. Charles bridge upon the trains and business of such joint line, and give the business of such joint line the same care, attention and facilities it gives its own business.

2nd. It is mutually agreed between the parties hereto, that, for the said services, facilities, motive power and bridge tolls aforesaid, including station work at St. Louis for said joint line, the said first party shall receive thirty-five one-hundredths (35-100) of all the earnings of said joint line; and the second party shall receive sixty-five-one-hundredths (65-100) thereof. All the earnings of said joint line is understood by the parties to this agreement, to mean all earnings received from carrying freight or passengers, and earnings from all other sources, from any point on either company's road to any point on the other company's road; the road of the first party being from St. Louis to Dardenne; and the road of the second party being from Dardenne to Keokuk.

3d. It is mutually understood and agreed, that, as far as practicable, and the interests of the respective parties will permit, time cards will be so arranged that the trains of the second party may be hauled to and from St. Louis with the trains of the first party; but when not practicable or most advantageous to both parties to do so, said first party shall furnish motive power, and haul the trains of said second party on the time of said second party, or when they arrive without delay.

4th. The second party agrees that it will not form a through line, or run any through freight, passenger, baggage or express, to or from St. Louis, with any railway now constructed, or hereafter to be constructed, westward, south of Lagrange, Mo., for points further west than Edina, Mo.

5th. Settlements shall be made monthly between the parties, on or before the fifteenth (15th) day of each month. Minor details not mentioned in this contract shall

be arranged between the parties in a spirit of equity and fairness, and with due regard to economy.

6th. Passes issued by the second party to its employes shall be respected by the first party on all trains of the second party between the junction aforesaid and St. Louis.

7th. There shall be a joint soliciting agent employed at St. Louis, to be paid thirty-five per cent by the first party and sixty-five per cent by the second party; and it is understood the party of the second part shall have the power to fix all rates, subject to section number four of this agreement.

In witness whereof, the parties hereto have caused these presents to be signed by their respective presidents, countersigned by their respective secretaries, and sealed with their respective corporate seals.

(Signed) SAINT LOUIS, KANSAS CITY &
NORTHERN RY. CO.
By B. W. LEWIS, JR., *President*.

Attest :

JAMES HOW, *Secretary*.

(Signed) ST. LOUIS, KEOKUK & NORTH-
WESTERN RY. CO.,
By A. B. STONE, *President*.

EXHIBIT B.

Supplemental arrangement made this day between A. A. Talmage, Vice-Prest. and Genl. Mngr. Wabash Western Ry., and C. M. Levey, Superintendent St. L. K. & N. W. Ry.

On business between St. Louis and points on the St. L. K. & N. W., Keokuk & Northwestern, & C. B. & K. C., the Wabash Western shall receive 35 per cent. of the revenue accruing to the line south of Keokuk. On business between St. Louis and points north and west of Keokuk on the C. B. & Q., B. & M. in Nebraska, B. C. R. & N. or other connecting line the Wabash Western Ry. shall receive 35 per cent. of the proportion south of Keokuk and in addition a terminal charge of 25 cents per ton. The St. L. K. & N. W. agree not to solicit business from or to junction points with the Wabash Western Ry. or Council Bluffs & St. Louis R. R., nor roads owned, operated or controlled by said Wabash Western Ry. in Iowa and Missouri. They (the St. L. K. & N. W.) agree not to take business to or from points on the Hannibal & St. Joe Ry. west of Lentener nor to or from points on the Q. M. & P. west of Edina, nor to or from points on the K. & W. west of Memphis, nor points on the Union Pac. Ry. except such points as are junction points with the B. & M. in Nebraska. The said St. L. K. & N. W. are excluded however from Omaha, Council Bluffs and Denver and are also excluded from business passing through Denver from or to points west thereof. The said St. L. K. & N. W. Ry. are to be permitted to take business to points on or reached via the B. C. R. & N. and M. & St. L. Rys. In testimony whereof we have set our hands on behalf of our respective companies this fourteenth day of June, 1887.

For the Wabash Western Ry.

A. A. TALMAGE,

Vice-Prest. & Genl. Mngr.

For the St. L. K. & N. W. Ry.

C. M. LEVEY,

Superintendent.

